

**OFFICIAL RULES
SNORE REPORT
SNORE REPORT APPLE WATCH 2 (5) GIVEAWAY**

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. ("FACEBOOK") OR INSTAGRAM, LLC ("INSTAGRAM"). BY PARTICIPATING IN THE GIVEAWAY, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK OR INSTAGRAM.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules (the "Rules"). The Snore Report Apple Watch 2 (5) Giveaway ("Giveaway") will begin at **10:00 A.M.** Pacific Standard Time (PST) on **March 17th, 2017** ("Giveaway Start Date"), and end at **11:59 P.M.** PST on **March 31th, 2017**. Giveaway is sponsored by Snore Report. ("Sponsor").

- 1. ELIGIBILITY:** To be eligible to enter the Giveaway, an entrant must be: (a) U.S. citizen or permanent U.S. legal resident at least 18 years of age or older as of the date of entry; or (b) U.S. citizen or permanent U.S. legal resident at least 13 years of age or older as of the date of entry and have obtained a parent's or legal guardian's prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 4 of these Rules. Entrant's entry into the Giveaway will be deemed to be a representation that the entrant is 18 years of age or older who agrees to be bound by these Rules. Employees, independent contractors, interns, officers, directors and agents of Sponsor or Sponsor's franchisees and their immediate family members (spouses, children, siblings, parents and their respective spouses) are not eligible to enter or win.
- 2. TO ENTER:** To participate in the giveaway, you must sign up via Facebook Lead Gen by entering your email and name. A 'Like' or 'Favorite' of any post related to the Giveaway (either from Sponsor or any participant) does not constitute entry to the Giveaway. Reposts or shares are not eligible for this Giveaway. One limit per entrant and only emails received by March 31, 2017 at 11:59 P.M. will be eligible. Sponsor is not responsible for lost, late, and/or misdirected Contest entries. All participants and entries must comply with the terms and conditions of Facebook and/or Instagram as applicable.

By submitting an entry, participant further acknowledges and agrees (a) that Sponsor does not owe him/her a duty of confidence, fiduciary care or treatment or other similar duty or obligation with regard to his/her entry, (b) that Sponsor has wide access to ideas, stories, photos, designs and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together "Sponsor Creative"), and (c) that such Sponsor Creative may be competitive with, similar to (or even identical to) the photo submitted by entrant, and (d) that Sponsor shall have no liability to entrant or any third party in respect to or connection with the development, use, sale and/or commercial exploitation of all or any portion of the Sponsor Creative by Sponsor and/or its designees and licensees, all of which liability, if any, entrant hereby expressly and irrevocably waives, releases and discharges.

- 3. CONTENT REQUIREMENTS.** Entry must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be misleading, obscene, indecent, tortious, hateful or offensive; (e) depict any risky behavior; (f) contain any third party trademarks or logos; (g) have been entered in any other contest or have been published or distributed in any other media; (h) communicate messages inconsistent with the positive image or goodwill which Sponsor wishes to associate; and/or (i) violate any applicable law. An entry's compliance with the requirements set forth above shall be determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to refuse to post or to delete any Entry for any reason.
- 4. ENTRANT'S WARRANTIES AND REPRESENTATIONS:** By submitting an entry, you warrant and represent that: (a) the entry is an original work created solely by you for entry in the Contest; (b) you own all rights to the

entry; (c) to the extent the entry depicts any individual, you have obtained written permission from such individual to grant the rights to Sponsor described in the "Sponsor's Rights to Entries" section below, and can make written copies of such permissions available to Sponsor upon request; and (d) the entry complies with all requirements of these Official Rules.

- 5. SPONSOR'S RIGHTS TO ENTRIES:** By participating, you: (a) grant Sponsor, its designees, agents, licensees, and assigns a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, distribute, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your entry, or require any further permission for Sponsor to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the entry, or any derivative works, infringes any of your rights as creator of the entry, including, without limitation, copyrights, trademark rights, and moral rights.
- 6. HOW TO WIN:** Five winning entries will be chosen at random. Decisions made by Sponsor are final in all matters relating to this Contest. On Monday, April 3, 2017, by approximately 12:00 P.M. the winners from all eligible entries received on the official Snore Report Lead Gen page will be announced.
- 7. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/APPROXIMATE ODDS OF WINNING:** The (5) grand prize winners will be announced on Monday, April 3, 2017 at 12:00 P.M., and each winner will receive (1) Apple Watch 2. Confirmed Winners will receive an email with details on how to redeem prize. Approximate retail value ("ARV") of an Apple Watch 2 is \$269.00; however, ARV may vary based on geographical region. The Snore Report Apple Watch 2 (5) Giveaway is not redeemable for cash or credit, except as, and where required by law. The odds of being selected depend on the number of qualified entries received.
- 8. PRIZE AWARD:** Finalist will be contacted by Sponsor and will be instructed to provide address by email or direct message the following information for entrant to the Snore Report PR department at snorereport@boltpr.com: complete name, address and contact phone numbers. Finalist must provide all required information within 72 hours from request by the Marketing Department to be qualified as an eligible and potential winner. Sponsor's failure to receive all requested documentation within the timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the associated entry. Taxes are the sole responsibility of the winner. No prize substitution allowed. Prize is not redeemable for cash and no change will be given. Prize cannot be combined with any other offers. Unclaimed prize will not be awarded.
- 9. GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor in any form shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the Facebook or Instagram account used to enter the Contest will be deemed to be the participant. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited. Should any portion of the Contest be, in the Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes, which, in the Sponsor's sole opinion, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right to suspend, modify or terminate the Contest (or any portion thereof).

- 10. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (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 Contest or receipt or use of any prize. 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 Contest, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 11. PRIVACY AND PUBLICITY:** Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor's privacy policy. Except where prohibited, participation in the Contest constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 12. DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
- 13. THIRD PARTY PLATFORMS:** By participating in this Contest, entrants hereby release and agree to hold harmless any third party platforms ("Third Party Platforms") including without limitation a social media platform (e.g. Facebook, Twitter or Instagram), from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.