

## **Yanbal USA, INC BODYSPA Giveaway Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

This BODYSPA GIVEAWAY (“Giveaway”) is open only to those who complete the Required Actions (as defined herein) at <https://www.instagram.com/p/B7G87Iap9G4/> and who are 18 years of age or older as of the date of entry. The Giveaway is only open to legal residents of the United States, and is void where prohibited by law. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

### **2. Sponsor**

The Giveaway is sponsored by Yanbal USA, INC (“Sponsor”), located at 800 Brickell Avenue, Suite #1420, Miami, FL. 33131

### **3. Agreement to Rules**

Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Giveaway Period**

Entries will be accepted online starting on Thursday, January 9<sup>th</sup> 2020 at 1:15 p.m. EST. All online entries must be received by Monday, January 13<sup>th</sup> 2020 at 11:59 P.M. EST.

### **5. How to Enter**

The Giveaway must be entered by eligible entrants via Instagram. Eligible individuals must visit the Instagram pages of Yanbal [<https://www.instagram.com/yanbalusa/>]. In order to enter, individuals must complete each of the three following Required Actions: (1) follow Sponsor [@yanbalusa] on Instagram; (2) “like” the Giveaway post issued by Sponsor on Instagram; and (3) “tag” three other Instagram users in the comments below the Giveaway post. The entrant must take Required Actions, as specified, to be eligible to win the prizes. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. Eligible individuals that have taken all of the Required Actions may submit additional entries by “sharing” the Giveaway post in the user’s “Instagram Story” and “tagging” Sponsor in such post.

### **6. Determination of Prospective Winner**

On or about January 14<sup>th</sup>, 2020, Sponsor will select a prospective Giveaway winner inner by a random drawing under the supervision of Sponsor.

## **7. Prospective Winner Notification**

The prospective winner will be contacted by Sponsor on or around January 14<sup>th</sup>, 2020 via Instagram. In order to be declared the Winner of the Giveaway (the “Winner”), the prospective winner will be required to: (1) complete, electronically sign, and submit a Declaration of Compliance within forty-eight (48) hours of the date of notice or attempted notice is sent. If the prospective winner does not complete these requirements within forty-eight (48) hours after the notification, the Sponsor may select an alternate prospective winner through a second random drawing

## **8. Prizes.**

The Winner will receive: (1) BodySpa Set from Sponsor consisting of: one Cat’s Claw Exfoliating Gel for hands and body, one Cat’s Claw Body cream, one Cat’s Claw Hand cream. (approximate retail value (“ARV): \$50. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted except at Sponsor’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. Acceptance of prize constitutes permission for Sponsor to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

## **9. General Conditions**

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry or Supporting Comment process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney’s fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Limitation of Liability**

By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any

claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winner, the incorrect downloading of the application, the processing of entries application downloads or in any Giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Giveaway or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Florida.

## **12. Privacy Policy**

Except where stated otherwise in the Official Rules, information collected from entrants is subject to the Sponsor's privacy policy available at [https://info01.yanbal.com/yanbal/USA/Legales/Privacy\\_Policy.pdf](https://info01.yanbal.com/yanbal/USA/Legales/Privacy_Policy.pdf).

## **13. Taxes**

Winners will be solely responsible for any federal, state, or local taxes on the prizes awarded.

## **14. Instagram**

This Giveaway is not sponsored, endorsed, or administered by, or associated with Instagram.