

**BeCharming.com Share Your Love
Contest 2017 OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **CONTEST PERIOD:** The Contest begins on **January 26, 2017 at 12:00 a.m. Central Standard Time (CST)** and ends on **February 1, 2017 at 11:59 p.m. CST** (“Contest Period”) with entry opportunities and prizes as detailed herein. Sponsor’s computer system is the official time keeping device for the Contest. The Sponsor reserves the right to extend or shorten the contest at their own discretion.
2. **ELIGIBILITY:** Entry in the **Share Your Love CONTEST 2017** (the “Contest”) is open only to legal residents of the United States who (i) are at least eighteen (18) years of age, (ii) who enter through the BeCharming.com website, and (ii) have a valid personal email account.

Employees of PANDORA Mall of America (“**PANDORAMOA**” or “**Sponsor**”) and its subsidiaries, affiliates, sales representatives, advertising, promotion, and fulfillment agencies, directors, officers and contractors, (“Contest Entities”) and each of their immediate family members and persons living in their same household are not eligible. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Entrant understands that he/she is providing his/her information to Sponsor and not to Instagram, Facebook or Twitter.

3. **HOW TO ENTER:** During the Contest Period, you (“Entrant”) may enter the Contest by posting/submitting your entry(ies) by uploading your entry using the BeCharming.com website as specified below. Data and message rates may apply. Be sure to consult your wireless provider. Sponsor is not responsible for any charges wireless service providers may charge entrant.

A. BeCharming.com Website Entry: To enter the Contest through the becharming.com website, you must:

- (i) Go to the <http://www.becharming.com/share-your-love-story> website
- (ii) Click on the Upload Now button
- (iii) Add your love story to the caption of the uploaded photo.
- (iv) Complete all fields.

B. Additional Requirements: Please also note the following important entry requirements:

- (i) All entries will be declared made by the authorized account holder of the email address provided when uploading through the BeCharming.com website and he/she must comply with these Official Rules.
- (ii) Entries generated by script, macro, mechanical or other automated means or by any means which subvert the entry process are void.
- (iii) The entries must not contain viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
- (iv) Any entry deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be

disqualified. Entries must be the original work of the entrants and must not have been previously published elsewhere or entered in another contest. If you are posting/submitting an image/photograph, you confirm that it is original, violates no copyright laws, and that you have appropriate permission to use it.

- (v) If applicable, Entrant must have permission from all identifiable individuals who appear in the image/photograph to use their likeness in the image/photograph and to grant the rights set forth in these Official Rules. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.
- (vi) By entering the Contest each entrant agrees that and all rights to his/her entry, regardless of whether or not it is selected as the winning entry, including but not limited to copyright and ownership, become the property of Sponsor and will not be returned. Sponsor shall have the exclusive right to use, reproduce, license, transfer or modify any entry for any purpose, including without limitation television commercials, online commercials, print advertising, and collateral and other marketing items as Sponsor deems fit in its sole discretion. If requested, entrant will within seven (7) days provide a signed release or other documentation in a form to be provided by Sponsor that Sponsor deems to be required for Sponsor or its designees to make use of the rights entrant is granting to use the entry.
- (vii) Entries *must not* (a) contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement] (b) disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest] (c) contain material not created by entrant] (d) contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, or libelous] (e) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age] or (f) contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.

(viii)

D. ENTRY LIMIT: Entrants may enter multiple times, as long as the entries are unique to one another. Multiple entrants are not permitted to share the same email, Instagram, Facebook, or Twitter account. Any entrant who violates any of these Official Rules during the Contest Period may be disqualified.

4. **PRIZES:** Two (3) prizes (the "Prize") will be awarded for this Contest. Winners will be selected between February 1- 13 as described in Selection of Winners below and will consist of a PANDORA Love Struck Charm Gift Set. The Prize is not redeemable for cash or substitution. All expenses and taxes related to the Prize, including federal, state and local taxes, are the sole responsibility of winner.

The Internal Revenue Service ("IRS") requires Form 1099GMISC to be issued and filed for each Prize recipient who received a prize/award if the annual aggregate is at least Six Hundred U.S. Dollars (\$600.00 USD) or more. Winners who are USA residents must complete and submit an IRS WG9 form to receive any prize. The Prize recipient is responsible for any income tax liability and should consult his/her tax advisor and/or independent counsel regarding prize winnings and for the proper tax treatment of this income on his/her tax return.

5. **SELECTION OF WINNERS:**

PRIZE WINNER: One (1) or more representative(s) of **BeCharming.com** (the "Judges") will select one winner between February 2 and 13th, (see Prize Winner Selection Dates below) from all eligible entries that tells the most compelling Share Your Love story in accordance with these Official Rules. The Judges' and/or Sponsor's decisions will be final and binding on

all matters related to the Contest.

6. **NOTIFICATION OF WINNERS:**

The Prize Winner will receive an email or direct message from BeCharming.com at the email address used to enter the Contest. The Prize Winner will be required to respond to the message **WITHIN FOURTY EIGHT (48) HOURS** and follow the Prize claim instructions as directed, or the Prize will be forfeited.

The Prize will be awarded only to a Prize Winner who has presented his or her own positive, government-issued identification and who has signed/acknowledged and returned applicable tax forms, an Affidavit of Eligibility, Release of Liability and (where legal) Publicity Release to Sponsor within **forty eight (48) hours** from the notification date. If a selected winner cannot be contacted] is ineligible] fails to claim a Prize] and/or where applicable, an appropriate tax form, Affidavit of Eligibility, Release of Liability and/or Publicity Release is not timely executed and delivered to Sponsor, or is incomplete or modified] if a Prize is returned as undeliverable] or if the potential winner fails to comply with any of the terms of these Official Rules] the potential winner may be disqualified, the Prize will be deemed forfeited and, at Sponsor's sole discretion, an alternate winner may selected from among all remaining valid, eligible entries received and the Prize may be awarded to an alternate winner. Each potential winner may be required to show proof of being the Authorized Account Holder. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor is not responsible for the failure of any communication, including without limitation, winner notifications via email or social media that are the result of technical, system or transmission errors. Sponsor may cancel, modify or suspend the Contest based upon any such error without liability at Sponsor's sole discretion.

7. **DELIVERY OF PRIZE:** The Prize may be claimed by the Prize winner: (i) at a location to be designated by Sponsor] or, at the Prize winner's option, (ii) via shipment to a valid address specified by the Prize winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

8. **GENERAL RULES:** By entering or participating in the Contest, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects relative to the Contest. Contest Entities are not responsible for any incorrect or inaccurate information or technical failures of any kind] or for any claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize] participation in this Contest or in any activity or travel related thereto or from any interaction with computer Contest information. Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Contest.

9. **RELEASE AND INDEMNITY:** By entering the Contest, each entrant agrees to defend, indemnify, release and hold the Contest Entities, Instagram and Twitter (collectively, the "**Released Parties**") harmless from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of or related to (i) entrant's participation in the Contest or (ii) entrant's participation in any prize related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Entrants assume all liability for any injury, death, or damage caused, or allegedly

caused, in whole or in part, by participating in this Contest or receipt, use or redemption of the Prize.

10. **LIMITATION OF LIABILITY:** 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, or alteration of, entries. Sponsor is not responsible for problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers computer equipment, software, failure of any email to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. Under no circumstances will Sponsor award more prizes than the prizes set forth above. In the event that any erroneous duplicative awarding of prizes occurs, the error shall be corrected and the prize awarded to the proper winner based on the criteria set forth above. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal challenges, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Contest, and to cancel, terminate, modify or suspend the Contest. Any disputes relating to this Contest or any prizes awarded in connection with the Contest shall be resolved individually without any resort to any form of class action, and any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest. Under no circumstances shall any entrant be permitted to obtain awards for other damages or have damages multiplied or otherwise increased. **SOME JURISDICTIONS MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.**
11. **GOVERNING LAW JURISDICTION:** These Contest and Official Rules are governed in all respects by the laws of the United States and the State of California without regard to the conflicts of laws principles of any jurisdiction. Any action, suit or case arising out of, or in connection with, this Contest or these Official Rules must be brought in either the federal or state courts located in Orange County, California.

USE OF PERSONAL DATA: When an entrant post/submits an entry in the Contest, entrant may be requested by Sponsor to provide certain personal information, including but not limited to, entrant's first and last name, physical mailing address, email address, and account name, in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy at <http://www.becharming.com/privacy-policy>. Entrants will be providing information to Sponsor, not to Instagram, Facebook or Twitter.

12. **PUBLICITY:** As a condition of entry into the Contest, except where prohibited by law, each entrant by entering and the winner by accepting the Prize grants to the Contest Entities a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable license and right to publicize, broadcast, display and/or otherwise use the Contest entrant's Contest entry, name, likeness, entry, nickname, user name, Instagram/Twitter user name, city, state and/or biographical material (collectively, "**Personal Data**"), in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval.

13. **OFFICIAL RULES/WINNER'S LIST REQUESTS**: To obtain a copy of these Official Rules or name(s) of winner(s), which will be available for a period of thirty (30) days after the end of the Contest Period, send a self-addressed, stamped envelope to PANDORA BeCharming.com 8306 Tamarack Village, STE 401, Woodbury, MN 55125.

14. **SPONSOR**: This Contest is sponsored by PANDORA Mall of America 8306 Tamarack Village, STE 401, Woodbury, MN 55125, USA ("**Sponsor**").