

**Official Rules –
GEMGEL Adhesive™ Design and Shine Nail Art Competition**

**NO PURCHASE NECESSARY.
PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.
VOID IN QUEBEC AND WHERE PROHIBITED**

**ALL PHOTOS SUBMITTED MAY APPEAR ON CRYSTALS FOR NAILS & SWAROVSKI
CRYSTAL'S SOCIAL MEDIA PAGES AND WEBSITES.**

1. **Eligibility** - The Crystals for Nails “Design and Shine Nail Art Competition” (the "Contest") is open to entrant's who are the age of majority in their state/province of residence, and are legal residents of the 50 United States, District of Columbia or Canada (excluding Quebec) and who are professional nail technicians, nail designers, nail influencers, or nail artists (“Eligible Entrant”). Void in Quebec and where prohibited. Employees of Rhinestone's Unlimited, 2305 Louisiana Avenue North, Minneapolis, MN 55427 (“Sponsor”), Hubbard Digital Twin Cities, LLC d/b/a Hubbard Interactive, 3415 University Avenue, St. Paul, MN 55114 (“Administrator”), Swarovski North America Limited, One Kenney Drive Cranston, Rhode Island 02920 (“Promotional Participant”), Hubbard Radio, LLC, including their subsidiaries, affiliates, parent or related companies, and their immediate families (collectively, with Administrator, Promotional Participant and Sponsor, the “Released Parties”), are not eligible to enter. Anyone participating in this Contest or claiming a prize in this Contest in violation of these rules will be deemed to have forfeited the right to be awarded a prize in this Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Contest Period** - The Contest begins at 12:00:01 AM Central Time (“CT”) on August 5, 2019, and ends at 11:59:59 PM CT on September 24, 2019 (the "Contest Period"). The Contest Period consists of the following:
 - i) **Entry Period:** Eligible Entrants may enter from 12:00:01 AM CT on August 5, 2019 through 11:59:59 PM CT on August 16, 2019 (“Entry Period”).
 - ii) **Initial Judging Period:** All Submissions, defined below, will be judged by a panel of independent judges beginning on August 19, 2019 and ending on August 21, 2019 (“Initial Judging Period”);
 - iii) **Crystal Delivery Period:** Each Semi-Finalist will receive crystals sometime between August 22, 2019 and August 28, 2019 for their Semi-Finalist Project (“Delivery Period”);
 - iv) **Semi-Finalist Project Period:** Each Semi-Finalist has from August 26, 2019 until September 9, 2019 to create their Semi-Finalist Project (“Semi-Finalist Project Period”);
 - v) **Post Period:** Each Semi-Finalist must post a minimum of two (2) posts on Instagram and two (2) Stories on Instagram, in accordance with the Posting Rules listed in Official Rule #4 below, between September 2, 2019 and September 9, 2019 (“Post Period”);

- vi) **Public Voting Period:** Each Semi-Finalist Project will be posted on the Website where members of the general public can vote for their favorite Semi-Finalist beginning at 12:00:00 AM CT on September 13, 2019 and ending at 11:59:59 PM CT on September 19, 2019 (“Public Voting Period”).
 - vii) **Final Judging Period:** From September 19, 2019 through September 22, 2019, the Sponsor and Promotional Participant will judge the Semi-Finalist Projects to determine the winner of the Contest (“Final Judging Period”).
 - viii) **Winner Announcement:** The Grand Prize winner will be contacted via telephone and/or email and announced on social media on or about September 24, 2019.
3. **How to Enter:** To enter, Eligible Entrants can visit the **@CrystalsForNails** page on Instagram and Facebook during the Entry Period to find the online Contest entry form. Once there, complete the entry form by providing the information requested, including your job title as it relates to doing nails, and uploading up to three (3) photographs of nails (“Pictures”) that you have done to showcase your talent to the Sponsor. The entry form and Pictures will collectively be hereinafter referred to as a “Submission.” Limit one (1) Submission per Entrant during the entire Contest. All Submissions must be received by 11:59:59 PM CT on August 16, 2019 to be eligible for judging.
 4. **How to Become a Semi-Finalist:** Then, during the Initial Judging Period, a panel made up of Sponsor and Promotional Participant judges will judge each Submission using the following judging criteria and percentages: creative use of crystals (40%); and artistic ability (60%). The five (5) Submissions with the five (5) highest scores using the preceding judging criteria will be deemed Semi-Finalists, will receive a First Prize, and will be eligible to win the Grand Prize. In the event of a tie, the Submission with the highest score in the artistic ability criteria will be deemed the winning Submission from among all tying Submissions. Semi-Finalists will be notified by direct message and/or email on or about August 21, 2019 and must respond to the notification within 48 hours, or that Semi-Finalist will forfeit his/her right to be a Semi-Finalist, and an alternate Semi-Finalist will be selected using the judging criteria set forth above. This will continue until all five (5) Semi-Finalists are confirmed.
 5. **How Semi-Finalists Enter for Chance to Win the Grand Prize:** Once confirmed as a Semi-Finalist, the Sponsor will mail out a package of crystals and GEMGEL Adhesive™ (“First Prize”) to each Semi-Finalist during the Crystal Delivery Period. Each package will contain different crystals. Upon receipt of the First Prize, during the Semi-Finalist Project Period, each Semi-Finalist will perform their nail art on a willing participant(s) who must be at least 18 years of age or older (or 19 if a resident of AL or NE) and agree to having their finished nails photographed, videotaped and posted on social media by Semi-Finalist (collectively, “Semi-Finalist Project”). Upon completion of the Semi-Finalist Project, each Semi-Finalist is required to post a minimum of two (2) photos and two (2) stories on Instagram (each, a “Post”) during the Social Post Period featuring his/her Semi-Finalist Project. In order to count as an eligible Post, the Semi-Finalists must tag **@crystalsfornails** with each Post, along with the following four (4) hashtags: **#gemgeladhesive #crystalsfromswarovski #designandshinenails #contest**. If any Post does not tag **@crystalsfornails** and/or does not include ALL four (4) hashtags **#gemgeladhesive #crystalsfromswarovski #designandshinenails #contest**, such Post does not count toward a Post, and that Semi-Finalist will be disqualified and not eligible to win the Grand Prize.

6. **Posting Rules:** Entrants hereby understand and agree to be eligible for a chance to win, their Posts must comply with the following:
- a. For all images and videos created and posted by Semi-Finalist (hereinafter, "Photos/Videos"), each Photos/Videos must be an original creation of the submitting Semi-Finalist which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo/Video entry and each Photo/Video entry must be free of any and all liens, encumbrances and claims of third parties. Semi-Finalist acknowledges, agrees and warrants that, nothing in the Photo/Video entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo/Video Semi-Finalist absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Semi-Finalist agrees to indemnify and hold harmless each of the Released Parties and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Semi-Finalist of these Official Rules or the warranties and representations made by Semi-Finalist in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Semi-Finalist's original creation.
 - b. By Posting Photos/Videos, Semi-Finalist agrees, for zero compensation, to grant to Sponsor and Promotional Participant all intellectual property rights in the Photo/Video and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo/Video at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Semi-Finalist agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which Semi-Finalist or Semi-Finalist's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Semi-Finalist's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Semi-Finalist in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
7. **Public Voting and Finalist Judging:** Then, each Post will be available for the public to vote for their favorite Semi-Finalist's Posts during the Public Voting Period. Then a panel of judges made up of Sponsor and Promotional Participant will judge each Semi-Finalist's posts using the following judging criteria and percentages: the total number of votes the Semi-Finalist received during the Public Voting Period (33.3%), creative use of crystals featured in the Posts (33.3%); and artistic ability of the Semi-Finalist as featured in the Posts (33.4%). The Entrant with the highest overall score using the preceding judging criteria will be deemed the Grand Prize winner. In the event of a tie, the entry with the highest score in the artistic ability criteria will be deemed the winner from among all tying Semi-Finalists. The potential Grand Prize

winner will be notified by telephone and/or email and will have 5 business days to respond to the winner notification. In the event the potential winner fails to respond to the winner notification within 5 business days, that potential winner forfeits his/her right to the Grand Prize, and the Grand Prize will be awarded to the Semi-Finalist who received the second highest score using the preceding judging criteria. The Grand Prize winner will also be announced on @CrystalsForNails Instagram and Facebook pages on September 24, 2019.

8. **Prizes and Approximate Retail Values (“ARVs”) - One (1) Grand Prize** – A \$500.00 Visa Gift Card. ARV: \$500.00. **Five (5) First Prizes** - \$100.00 awarded in the form of Swarovski crystals and one (1) jar of GEMGEL Adhesive™. ARV: \$120.00 each. Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winner is responsible for paying all applicable income taxes associated with accepting the Prize. Prize is not transferrable or substitutable, except Sponsor may substitute the prize for one of equal or greater value for any reason.
9. **Claiming the Prize** - The First Prize winners will receive their prize as set forth in Official Rule #5 above. The Grand Prize winner will be contacted by Administrator and will be put in touch with Sponsor in order to coordinate Grand Prize winner’s receiving the Grand Prize. The potential Grand Prize winner must prove he/she is a qualified winner by presenting identification acceptable to the Sponsor (e.g., state driver’s license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification) and may also be required to sign and return an Affidavit of Eligibility and/or Liability and Publicity Release as a condition of receiving the Prize and must fill out a 1099 to claim cash prize.
10. **Participation Conditions/Release/Consent to use Likeness** - By participating, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Contest, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an Entrant's participation in the Contest and/or Entrant's acceptance, use or misuse of prize; and (d) allow Sponsor’s use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
11. **General Conditions** - Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in

its sole discretion to disqualify any individual it finds to be tampering with the participation process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately 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. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **Limitations of Liability** - The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the participation process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of entries; or (4) any 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 or misuse of any Prize.
13. **Privacy Policies and Data Collection** - Information provided by you for this Contest on the entry form is subject to Administrator's privacy policy located at: <http://corporate.hubbardradio.com/privacy-policy/>. By entering this Contest, each Entrant agrees that the Sponsor has the right to contact the Entrant by phone or email as provided on the entry form to administer and fulfill this Contest.
14. **Disputes/Governing Law** - Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of State of Minnesota, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
15. **Winners' List/Official Rules** - For the names of the winners, or a copy of these Official Rules, see Crystals for Nails's Facebook page during the Contest Period.

16. **Sponsor** – Rhinestones Unlimited, 2305 Louisiana Avenue North, Minneapolis, MN 55427.