



JEWELERS OF AMERICA

“ULTIMATE PROPOSAL CONTEST” 2012 OFFICIAL RULES FOR CONTEST ENTRANTS

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

Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. The “Ultimate Proposal Contest” 2012 ("Contest") will begin at 12:00 pm Eastern Standard Time (EST) on February 21, 2012, and end at 12:00pm Eastern Daylight Time (EDT) on April 10, 2012 ("Contest Period"). Contest is sponsored by Jewelers of America, Inc., 52 Vanderbilt Avenue – 19th Floor, New York, NY 10017 ("Sponsor") who is solely responsible for all aspects of this Contest. The Contest is intended for viewing and participation in the United States and D.C. only and shall only be construed and evaluated according to U.S. law.

Eligibility: The Contest is open to all legal residents of the 50 United States and D.C., that have the age of majority in his/her state of residence at the time of entry. Employees, officers and directors of Sponsor, its parent company, franchisees, affiliates, subsidiaries, contest sponsors, agents and advertising and promotion agencies (“Released Parties”), as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each are not eligible to participate in the Contest. All federal, state and local laws and regulations apply. **Void where prohibited, taxed or restricted by law.**

How to Enter: Participants can enter online during the Contest Period at www.JIC.org/contest (“Website”), a website owned and operated by Sponsor, by completing the Contest registration form and submitting an essay along with a photo or video (“Story”) which addresses the theme “your ultimate engagement proposal story” (“Theme”). The Story must be no longer than 500 words (and not less than 25 words), mention the engagement ring, be authentic and have actually happened. The participant (“Entrant”) must be a participant in the Story. To complete the Contest registration form at www.JIC.org/contest, the Entrant must create an account on www.JIC.org, which requires that the Entrant provide his/her first and last name, zip code, telephone number, month and year of birth, and email address. Please see the links on www.JIC.org for Jewelry Information Center's (“JIC”) privacy policy and www.jewelers.org for JA's privacy policy for further information regarding the collection and use of Entrant's personal identifying information. JA will not disclose Entrant's personally identifiable information to any third party not affiliated with the Contest, provided that, as described further below, Entrant grants the Sponsor and its agents the right to associate the Story with Entrant’s name, image, likeness, hometown, and biographical information, without limitation and without compensation. Any personally identifiable information collected during an Entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, Administrator, their respective affiliates, participating retailers, contest sponsors, marketing agents and marketers solely for purposes of the proper



JEWELERS OF AMERICA

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administration and fulfillment of the Contest as described in these Official Rules. Sponsor, Administrator, their respective affiliates, participating retailers, marketing agents and marketers will not engage in any use of Entrant's personal information for purposes other than the proper administration and fulfillment of the Contest unless the Entrant consents to such use, and such consent does not affect odds of winning.

All Contest entries must be received during the Contest Period. Each Entrant may submit only one (1) unique Story entry into the Contest. Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. Each Story must be the original work of the Entrant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the Story contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Story, any and all releases and consents necessary to permit the use and exhibition of the Story and all of the components thereof by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the Story, and permission to reproduce, distribute, publicly display or otherwise use the Story (collectively, the "Release Clearances"). By submitting a Story, Entrant warrants and represents that any person mentioned in the Story consents to the submission and use of the Story in the Contest, and to its posting on the Internet in connection with the Contest.

Entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names, commercial product brands, or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has not obtained owner's permission to use; ii) Materials which contain personal information such as phone numbers, street addresses, e-mail addresses or license plate numbers; iii) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; iv) Materials which contain extensive or gratuitous violence; v) Materials which discuss illegal acts; vi) Materials which contain unsafe actions, that may result in personal injury or destruction of property; vii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; viii) Materials which are derogatory to Sponsor, or any affiliated entity or person; ix) Materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; x) Materials in which any person identifiably appears where no appropriate written release has been obtained from such person granting all rights required herein; xi) Materials which contain any computer virus, worm or other harmful computer programming or thing; xii) Materials which do not comport with the Entry requirements; and xiii) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Release Clearances have been obtained and to disqualify and remove any Story if it believes that the necessary Release Clearances have not been obtained.

By submitting a Story, Entrant irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Entrant's Story, including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights or "droit moral", and other intellectual property and proprietary rights in the Story,



and the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Story in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, Entrant hereby waives and releases Sponsor, from any and all claims that Entrant may now or hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the Story without further compensation to Contestant of any kind. Entrant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Entrant shall execute and deliver such documents, at Sponsor's expense, as requested by Sponsor or as may be necessary to vest in Sponsor the rights and waivers provided herein. Entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the Story, or any derivative works, infringe or violate any of Entrant's rights therein. Entrant grants the Sponsor and its agents the right to associate the Story with Entrant's name, image, likeness, hometown, and biographical information, without limitation and without compensation. Entrants shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

Photos and videos must conform to the formats specified on the Website.

Winner Determination: The winner of the Contest will be determined following two (2) rounds of judging. Round 1 Judging ("Public Voting Period"): The Public Voting Period will run from April 10, 2012 (at 12:00pm EDT) through May 8, 2012 (at 12:00pm EDT). All eligible entries will be displayed at www.JIC.org/contest during the Public Voting Period. Visitors to the Website will have the opportunity to vote for their favorite entry by following the voting instructions. Individuals must be 18 or older to vote. There is a limit of one (1) vote per day per person and/or e-mail address. The twenty (20) Contest entries that receive the most online votes will be determined Contest Finalists. The 20 Contest Finalists will be announced on or about May 8, 2012.

Round 2 Judging ("Judging Period"): On or about May 8, 2012 the Judging Period will begin. Each Contest Entry will be judged based on the following criteria: Appropriateness to the Theme/Style (25%), Innovation/Creativity (25%), Use of ring in Story (20%), Appeal to the Public (20%), and Message Delivery (10%). Each Contest entry will be reviewed by a qualified judge or panel of judges, to be selected in Sponsor's sole discretion, whose decisions are final and binding on all matters relating to the judging of the Contest. In the event of a tie in Round 2, the tied entries will be re-judged by the judges based solely on Theme/Style. The Contest Finalist that receives the highest score from the judges will be considered the potential Grand Prize winner. The Grand Prize winner, upon proper confirmation of eligibility as listed below, will be announced at www.JIC.org/contest on or about May 22, 2012.

Prizes: There will be **one (1) Grand Prize winner** and **Nineteen (19) First Prize winners**. The Grand Prize winner, upon proper confirmation of eligibility as listed below, will receive a platinum and 1/3 carat diamond pendant (Value - \$2,544). In addition, the Grand Prize winner will receive a 5-day/4-night luxury all-inclusive vacation for two (2) adults to any Sandals Resorts location (winner's choice, based upon availability) (Value - \$3,000). The luxury all-inclusive vacation portion of the Grand Prize package



includes: (a) deluxe hotel accommodations for four (4) nights (one double occupancy room); (b) all meals, (c) unlimited premium brand beverages; (d) daily and nightly entertainment; (e) all land and water sports (offered at the resort), including scuba diving (for certified divers), and snorkeling, (f) gratuities, (g) and transfers to and from the resort designated airport. **Airfare is not included. Transportation to and from the departing airport is not included.** Telephone calls, internet, Red Land® Spa treatments and services, specialty dining, tours and excursions, inter-island transportation, SCUBA certification courses, island departure taxes, and purchases made at the Sandals Specialty Shops **are not included.** Travel is subject to availability, blackout periods, and any other restrictions or limitations. Certain travel and security restrictions may apply and it is the responsibility of the Grand Prize winner to comply with all travel, security and other laws, regulations, and rules that apply to them. The Grand Prize winner will be solely responsible for all expenses incurred by them associated with the redemption of the Grand Prize. The Grand Prize will be deemed awarded upon the winner's receipt of the vacation certificate(s) and pendant. Sponsor will not replace the vacation certificate if lost, mutilated, or stolen. The certificate will be valid for one year (May 22, 2012 - May 22, 2013) and is not transferable or redeemable for cash. No extension will be given after the prize has expired. A processing fee of \$25 per room, per night of a double occupancy room will apply to the prize and is to be paid by credit card or check at the Grand Prize winner's expense upon receiving hotel confirmation, or the reservation will be cancelled. Confirmation of resort accommodations will only be provided 30 days prior to the departure date. Sandals Resorts reserves the right to relocate any confirmed prizewinner from their resort of choice to an alternate resort within the chain based upon availability of space for the secured travel dates. Guest of the Grand Prize winner will be required to execute a Release of Liability prior to use of prize. Grand Prize winner and guest must possess valid travel documents (i.e., valid passport if leaving the country). The total prize package has an Approximate Retail Value ("ARV") of \$5,545. This ARV will vary depending upon destination and seasonal fluctuation of hotel rates. The Grand Prize winner will receive a 1099-Misc tax form in the amount of the actual value of the prize awarded.

Each of the nineteen (19) finalists that are not selected as the Grand Prize winner will be considered First Prize winners in the Contest. Each First Prize winner will receive a leather jewelry travel case, a \$25 Macy's gift card and a copy of *The Knot Ultimate Wedding Lookbook* with a total ARV of \$100. Total Prize Pool \$7,445.

By accepting any of the aforementioned prizes, each prize winner agrees to release the Sponsor and Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Prizes are not exchangeable or transferable. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value.

Winner Notification: The potential Grand Prize winner will be contacted on or about May 14, 2012, by the American Sweepstakes & Promotion Co. ("the Administrator"), an independent judging organization, whose decisions are final and binding in all matters relating to this Contest. The potential Grand Prize winner will be contacted by telephone and will receive an Affidavit of Eligibility and Liability/Publicity Release & Travel Companion Waiver via email and/or USPS mail. First Prize winners will be notified via email and/or USPS mail.



Prize Conditions: Each Prize winner is solely responsible for all applicable federal, state, and local taxes (if applicable) associated with the receipt of the prize. The Grand Prize winner will receive a 1099-MISC IRS form. The Grand Prize winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legal) and return it within 14 days of written notification. If a winner is considered a minor in their state of residence, a parent or legal guardian will be required to sign the Affidavit of Eligibility and Liability/Publicity Release. The Grand Prize winner's travel guest must sign a Travel Companion Waiver prior to the prize being awarded. If travel companion is a minor, the parent or legal guardian must sign and return the release, and accompany minor on vacation. If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if potential winner cannot be reached via phone within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be determined. The winner's entry into the Contest constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice, address (city and state) and entry, in all forms of media, including for advertising or purposes of trade, in perpetuity, without notice or further compensation.

Internet Limitations of Liability: If for any reason, this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. 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. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof.

Sponsor is not responsible for any damage to an Entrant's system which is occasioned by participating in this Contest or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. Any dispute or claim arising out of participation in this Contest, or any disputes with Website users which arise as a result of the use of this Website, shall be governed by the laws of the State of New York, without respect to conflicts of laws principles. Any such claim shall be brought and maintained in the federal or state courts located in the state of New York. If any provisions of the Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A**



VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Terms & Conditions: This Contest is subject to all applicable federal, state, and local laws. By entering the Contest, Entrants agree to release Sponsor and its parent company, subsidiaries, affiliates, participating retailers, distributors and advertising and promotion agencies, and its and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Contest or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, Entrants agree to waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines, in its sole discretion, violates these Official Rules.

Disputes: By entering the Contest, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or the prize awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Contest but in no event include attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 dispute resolutions shall be made by the Sponsor in its sole discretion. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Contest, shall be determined by the Sponsor in its sole and absolute discretion. These Official Rules shall be governed by, and construed in accordance with the laws of the state of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of New York. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the state of New York, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Contest prizes set forth above represents Sponsor's determinations of the ARV in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

Winner List: To request a winners list copy, please send a self-addressed, stamped business size envelope, by June 30, 2012, to: ASC/JOA "Ultimate Proposal" Winner List Request, 300 State Street, Suite 402, Rochester, NY 14614.

