

### **My Jewelry Wish List Instagram Sweepstakes – Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. "MY JEWELRY WISH LIST INSTAGRAM SWEEPSTAKES" ("SWEEPSTAKES") IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OR OLDER. SWEEPSTAKES SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Jewelers of America and American Gem Society's "My Jewelry Wish List Instagram Sweepstakes" ("Sweepstakes") begins October 26, 2020 at 12:00pm EDT to November 30, 2020 at 12:00pm EDT ("Promotion Period"). Participation in the Sweepstakes 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 Sweepstakes. The Sweepstakes is sponsored and administered by Jewelers of America, 120 Broadway, Suite 2820, New York, NY 10271 and American Gem Society, 8881 W Sahara Ave Las Vegas, NV ("Sponsor"). Sponsor is responsible for all aspects of this Sweepstakes. This sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.

**Eligibility:** The Sweepstakes is open to legal residents of the fifty (50) United States and District of Columbia, who are at least eighteen (18) years old as date of entry. Employees, officers and representatives of Sponsor, and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies (collectively, "Released Parties") and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited by law.

**How to Enter:** Participants may enter by posting a photo on Instagram of a piece or pieces of jewelry that is on their "My Jewelry Wish List." Entrants must tag @jewelersofamerica and @americangemsociety and use the hashtag #MyJewelryWishList. Each entrant that fully completes the steps listed above will receive one (1) entry into the Sweepstakes drawing. Limit one (1) entry per Entrant during the Sweepstakes Period.

**All submitted entries must be received by 12:00PM EDT November 30, 2020.** All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who submits more than the stated maximum limit of entries by using multiple/different e-mail addresses, identities, registrations and logins, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor may reject any submitted entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility requirements. Sponsor is not responsible for lost, late, incorrect, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Use of any automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the entrant. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Administrator which are final and binding in all matters relating to the Sweepstakes. By entering this Sweepstakes, entrants agree that each entry becomes the property of Sponsor and that the Sponsor may use such entry for any proper purpose. Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor and used

by Sponsor, Administrator, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules.

**Limitations of Liability:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Sweepstakes, or any part of it, at any time, without notice, and award prizes using all non-suspect eligible entries received as of the termination/suspension date, if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's reasonable control, affects the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process (if applicable) or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in a disruptive manner. 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: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor is not responsible for any damage to an entrant's system which is occasioned by participating in this Sweepstakes 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 Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winner may be required to show proof of being the authorized account holder.

**Prize:** There will be two (2) Prize Winners. One prize winner will be randomly selected to receive a \$500 gift certificate to a Jewelers of America Retail Member (jewelry store) of their choice.

Additionally, one prize winner will be randomly selected to receive a \$500 gift certificate to an American Gem Society Retail Member (jewelry store) of their choice.

The Prize shall be provided on an as is basis, and Sponsor disclaims all warranties, whether express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement with respect thereto. By accepting the Prize, the Prize Winner agrees to release the 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. The prize is not exchangeable, transferable, or redeemable for cash. 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.

**Drawing and Notification:** Two (2) winners will be randomly drawn. The winners will be selected from among all eligible entries received in a random drawing on or about December 1, 2020. Odds of winning will depend on the total number of eligible entries received for a particular drawing. The Prize winners will be notified via Instagram and have 72 hours to accept the prize with written consent.

**Prize Conditions:** All taxes, if applicable, are the sole responsibility of the winner. The Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release. The Prize shall be delivered to the applicable Prize Winner within sixty (60) days from Sponsor's receipt of an executed Affidavit of Eligibility and Liability/Publicity Release from such winner. No alternative prize, cash equivalent or other substitution is permitted. Prize is nontransferable. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if a potential winner is not in compliance with these Official Rules (as such person shall be disqualified), an alternate winner will be selected. The potential winner is subject to verification before any prize will be awarded.

**Other Terms & Conditions:** The Sweepstakes is subject to all applicable federal, state, and local laws (if applicable). By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and agree that: 1.) Released Parties and their designees and assigns shall have the right and permission to use (unless prohibited by law) the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without further notice, permission or compensation, and 2.) Released Parties and their designees and assigns and all of their respective officers, directors, employees, representatives and agents shall have no liability and entrant will indemnify, defend and hold Released Parties harmless from any liability, loss, injury, or damage to entrant themselves or any other person or entity, including personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any prize activity or travel related thereto) or participation in this Sweepstakes. Entrants further acknowledge that Released Parties and their designees and assigns and all of their respective officers, directors, employees, representatives and agents 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. Sponsor reserves the right, in its sole discretion, to disqualify any entry and to modify, terminate or suspend this Sweepstakes should virus, bugs, non-authorized human intervention, action of entrants, or other causes beyond the

reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, if the Sweepstakes is modified, terminated or suspended, at Sponsor's discretion, select winners from those eligible, non-suspect entries.

**Disputes:** By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes 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 reasonable, actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event 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 reasonable, 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 entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of New York. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of the City 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 prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**Winners List:** To request a verification pertaining to whether or not you are the winner, please send a self-addressed, stamped business size envelope, by December 15, 2020 to: Jewelers of America/"My Jewelry Wish List Instagram Sweepstakes" Winners List, 120 Broadway, Suite 2820, New York, NY 10271.

**Official Rules by Mail:** For your own copy of the Official Rules, send a self-addressed stamped envelope to Jewelers of America/"My Jewelry Wish List Instagram Sweepstakes" Official Rules, 120 Broadway, Suite 2820, New York, NY 10271, for receipt by December 15, 2020.

**Sponsor & Administrator:** Jewelers of America, 120 Broadway, Suite 2820, New York, NY 10271 and American Gem Society, 8881 W Sahara Ave Las Vegas, NV 89117