

# Charming Charlie Celebrate Mom! Sweepstakes

## Official Rules

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

### I. Promotion and Sponsor

Participation in the Charming Charlie Celebrate Mom! Sweepstakes (the "Promotion") constitutes Entrant's full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant (as defined below) and as a result will not be eligible to receive any prize. The Promotion is sponsored by Charming Charlie LLC ("Charming Charlie"), 5999 Savoy Drive, Houston, TX 77036 ("Sponsor"). Promotion is administered by Votigo Social Media Solutions, 251 Lafayette Cir Suite 330, Lafayette, CA 94549 ("Administrator"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor and/or Administrator shall be final and binding. This Sweepstakes is no way sponsored, endorsed or administered by, or associated with, Facebook.

### II. Eligibility

The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia ("Territory") who at the time of entry: (1) are 18 years of age or older, (2) are physically located and reside in the Territory, and (3) have and maintain an active Facebook account. Void in Puerto Rico, the U.S. Virgin Islands, Guam, other U.S. territories, and where otherwise prohibited by law. Employees, officers, directors, and agents of Sponsor, Administrator, and their parent and affiliate companies, subsidiaries, sales representatives, distributors, vendors, suppliers, promotion agencies, contractors, advertising, and fulfillment; any and all other companies associated with this Promotion; and the immediate family (spouse or domestic partner, parents, siblings, children, and all of their respective spouses or domestic partners) and household members of each such individual are not eligible. Eligibility is contingent upon agreement to, and compliance with, these Official Rules and fulfilling all requirements in these Official Rules. Participation in the Promotion in any way, including submission of any entry or the partial completion of any act of entry or any other steps taken to participate in the Promotion in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules. The Promotion Period starts at 9:00 AM (PST) on April 15, 2015 and ends at 11:59 PM (PST) on May 6, 2015 (the "Promotion Period"). Only entries submitted and received during the Promotion Period will be accepted. Sponsor's computer will be the official timekeeper of this promotion.

### III. How to Enter

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. There is one method of entry. Any eligible participant entering this Promotion through this method shall be an "Entrant."

- **Facebook Entry.** During the Promotion Period, you will automatically become an Entrant and receive one entry into the Prize Drawing (as defined below) by filling out the Facebook online entry form at [www.facebook.com/CharmingCharlie](http://www.facebook.com/CharmingCharlie). Fully complete the form including your first and last name, date of birth (month and year), email address, mailing address (including city, state or province, and ZIP or postal code), and phone number (including area code) and submit the required information to be automatically entered.

Each Entrant who enters using the above *Facebook Entry* method shall receive one entry into the Prize Drawing (as defined below). Limit 1 (one) eligible entry per person per day.

### IV. Conditions of Entry

By entering this Promotion, all Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator and their authorized representatives, which are final and binding in all matters concerning this Promotion. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by Sponsor during the Promotion Period will be eligible for participation. All entries become the property of Sponsor and will not be acknowledged or returned.

All requested information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way; and entries with printing, production, or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of the Sponsor and Administrator. Sponsor and Administrator are not responsible if a potential winner does not receive his or her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during Promotion. Proof of sent entry and/or entry receipt (such as a copy of a "thank you" screen or message) sent by Sponsor and/or Administrator do not constitute proof of actual receipt of entry for purposes of this Promotion.

Participation must be by the Entrant. Participation by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial promotion, subscription notification, and/or entering service sites, will be declared invalid and disqualified for this promotion. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, and logins; entries through a sweepstakes club or similar entity; or any other unauthorized methods will void Entrant's entries and Entrant will be disqualified. Submitting mass entries or entries generated by an automated program, script, macro, or use of any other devices is prohibited and will result in disqualification.

In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization (business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor reserves the right in its sole discretion to disqualify any individual found to be in violation of these Official Rules. Sponsor further reserves the right to disqualify any individual found, in Sponsor's sole discretion, to be tampering with the entry process or the operation of the Promotion (including, but not limited to, tampering with applicable websites and/or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion 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.

## V. Prizes

Actual prize value may vary. No compensation or substitution will be provided for any difference in prize value. All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable, or available for resale. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation, or guarantee related to any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor reserves the exclusive right to substitute a prize (or a component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined by Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are winner's sole responsibility. Prize specific terms and conditions apply. Total Approximate Retail Value ("ARV") of all Prizes is \$496 (four hundred ninety-six dollars).

### Prizes to be awarded in the Prize Drawing (as defined below):

- **Grand Prize:** There is one (1) Grand Prize available to be won consisting of a Charming Charlie Celebrate Mom! Prize Pack (ARV = \$147) and an Apple Watch (38mm Silver Aluminum Case with White Sport Band) (ARV = \$349). Approximate Retail Value ("ARV") of Grand Prize is \$496 (four hundred ninety-six dollars). The Charming Charlie Celebrate Mom! Prize Pack includes the following items: Four-Strand Cultured Pearl Necklace (\$20), Embroidered Elegance Scarf (\$14), Gala Grace Stud Set (\$10), Caviar Bib Necklace Set (\$18), Hanalei Bay Shades It green (\$9), Enchante Sunglass Pouch (\$14), Sara Shimmer Dangles (\$10), Moonstone Flower Bracelet (\$13), and a Quilted Lady Lockbox in white (\$39).

Only the number of each prize set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes by random drawing from all legitimate, unawarded, eligible prize claims.

## VI. Prize Drawing

Within a reasonably prompt time after the termination of the Promotion Period, one potential winner will be randomly drawn from the pool of all eligible entries received during the Promotion Period (the "Prize Drawing"). The selection of prize winners is within the sole discretion of the Sponsor and/or Administrator. If any Prize Drawing is scheduled to take place on a holiday, the drawing will be conducted the following business day.

## VII. Winner Determination, Notification, and Eligibility Verification

All potential winners are subject to eligibility verification by Sponsor and/or Administrator, whose decisions are final and binding. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED.

To be verified as eligible to receive a prize, the potential winner must continue to comply with all terms and conditions, fulfill all requirements of these Official Rules, and not be disqualified for any reason. The potential winner will be notified by email after being randomly selected as a potential winner. If a potential winner of any prize cannot be contacted using the information provided or fails to respond to Sponsor's and/or Administrator's attempt to notify them of selection within five (5) business days; if any notification is returned as undeliverable or yields an error or undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if the potential winner fails to sign and return the Release or any other required documentation or fails to comply with these Official Rules; if any prize is returned as

undeliverable; if the potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and forfeits the prize and an alternate will be selected.

In the event that a potential winner is disqualified for any reason, the foregoing process will be repeated with a randomly selected potential winner from the pool of remaining eligible entries until the prize is awarded or until four (4) attempts have been made to award the prize and each attempt has failed. Sponsor and/or Administrator will identify each potential winner and verify the potential winner's eligibility after the end of the Promotion Period. If unable to verify eligibility, Sponsor and/or Administrator will select an alternative potential winner within a reasonable time thereafter.

In any case, the final winner will be determined, and the prize will be awarded, no later than ten (10) days after the end of the Promotion Period, or as soon as possible thereafter. A winners list may be obtained by printing the requestor's name, address, city, state, and zip code on a 3" x 5" postcard and mailing it to Charming Charlie, Attn: Charming Charlie Celebrate Mom! Sweepstakes Winners' List, 5999 Savoy Drive, Houston, TX 77036. Limit one request per person, per household.

## **VIII. Odds Statement**

Odds of winning any prize depend on the number of eligible entries received.

## **IX. Indemnification and Limitations of Liability**

By entering this Promotion, each Entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, Administrator, Facebook, and their respective parent and affiliate companies, subsidiaries, sales representatives, distributors, partners, dealers, wholesalers, retailers, vendors, suppliers, promotion agencies, contractors, advertising, and fulfillment, including each company's respective officers, directors, employees, and agents and their immediate families (spouse or domestic partner, parents, siblings, children, and all of their respective spouses or domestic partners) and household members of each such individual, and any and all other companies and individuals associated with this Promotion (collectively, the "Released Parties") from and against any claim or cause of action related to this Promotion. Possible claims or causes of action include, but are not limited to, infringement of any right of publicity or intellectual property; threatened or actual injury, loss, or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt or use or misuse of any prize. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.)

Entrants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Entrants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion, the processing of entries, or the announcement of the winner and prize; (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion; (6) the receipt, use, or misuse of any prize; and (7) any other errors in any materials, information, or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted by Sponsors and/or Administrator, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that Promotion has not then expired.

## **X. Publicity**

Except where prohibited, participation in the Promotion and/or receipt or use of any prize constitutes any winning Entrant's consent to Sponsor's use of winning Entrant's name, likeness, photograph, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

## **XI. Enforceability of 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor and/or Administrator reserve the right to correct clerical or typographical errors in promotional materials or these Official Rules. Sponsor and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **XII. Suspension**

Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs Sponsor's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion and subject to any law or regulation. In such event, Sponsor reserves the right, but not the obligation to award any applicable prize(s) by random drawing from among the eligible entries received up to the time of the cancellation, suspension, or modification of the Promotion. Inclusion in such random drawing shall be the Entrant's sole and exclusive remedy under such circumstances.

## **XIII. Disputes**

Except where prohibited, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Harris County, Texas; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator, and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

## **XIV. Privacy**

By entering Promotion, each Entrant agrees to Sponsor's manner of collection, use, retention, and disclosure of Entrant's personal information submitted in connection with the Promotion, including without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Entrants. Information collected from is subject to Sponsor's privacy policy and any state or federal law. Links to Sponsor's privacy policies can be found <http://www.charmingcharlie.com/terms/privacy/>. Consult the aforementioned policy for information on how Sponsor collects and uses user information.

## **XV. Data**

Sponsor is not responsible if any communication, electronic or otherwise, is intercepted, misdirected, or not received for any reason. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, or defect; miscommunications or failed, jumbled, or scrambled computer, telephone, or cable transmissions; delay in operations or transmission; theft, destruction, unauthorized access to, or alterations of Promotion materials; technical, network, telephone, electronic, computer, hardware, or software malfunctions or limitations of any kind; lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; inaccurate transmissions or failures to receive information on account of technical problems or traffic congestion on the Internet or at any website; or any combination thereof. Sponsor assumes no responsibility for any damage to an Entrant's or any other individual's computer or wireless phone which occurs by accessing Promotion websites or otherwise participating in Promotion.

## **XVI. Sponsor**

Sponsor: Charming Charlie LLC, 5999 Savoy Dr., Houston, TX 77036. For a full list of details and official rules, see [www.facebook.com/CharmingCharlie](http://www.facebook.com/CharmingCharlie).

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## **Abbreviated Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASES DO NOT INCREASE ODDS OF WINNING; odds depend on number of eligible entries received. VOID WHERE PROHIBITED. Open to legal residents of the fifty (50) United States and the District of Columbia, age 18 or older at time of entry. Retail value of all prizes: \$496. Limit 1 entry per person per day. For complete details and Official Rules, visit [www.facebook.com/CharmingCharlie](http://www.facebook.com/CharmingCharlie). Sponsor: Charming Charlie LLC, 5999 Savoy Dr., Houston, TX 77036. Enter by 5/6.