

airweave, LLC New Year New You Giveaway with Meryl Davis & Charlie White
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, RHODE ISLAND, AND WHERE PROHIBITED BY LAW.

Contest may only be entered in or from the 48 contiguous United States (excluding Rhode Island), and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 48 contiguous United States (excluding Rhode Island), or the District of Columbia.

1. **CONTEST ENTRY START/END DATES.** Contest begins at 9:00:00 am Eastern Time on December 28, 2016 and ends at 8:00:00 pm Eastern Time on December 30, 2016 ("Contest Period").

2. **ELIGIBILITY:** The Contest is open solely to legal residents of the forty-eight (48) contiguous states of the United States (excluding Rhode Island), who are at least eighteen (18) years of age and over the age of majority in their jurisdiction of residence at the time of entry. Employees, officers and directors of airweave, LLC. ("Sponsor"), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotional materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. Contest is subject to all applicable federal, state and local laws.

3. **HOW TO ENTER:** During the Contest Period, access your Instagram application on your mobile device ("Device"), and follow @airweaveUSA. Then share one of your new year's resolutions in the comment of the Giveaway post. You must have an Instagram app and account to enter. If you do not have the Instagram app, you may download it through the application store on your Device. The Instagram app is free.

By participating in the Contest, you acknowledge and agree to Instagram's Terms of Use at <http://instagram.com/about/legal/terms/#>, Instagram's Privacy Policy at <http://instagram.com/about/legal/privacy/#>, airweave's Terms and Conditions at <https://www.airweave.com/terms>, airweave's Privacy Policy at <https://www.airweave.com/privacy>, and any other relevant rules, policies or regulations.

Limit one (1) entry per person/per Instagram account. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated

number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on Instagram will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Any potential winner may be required to show proof of being the authorized account holder.

If you choose to enter via Instagram using your mobile phone, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by their wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions. Entries will not be acknowledged or returned. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

4. REQUIREMENTS OF ENTRIES: By entering the Contest, each entrant agrees that entrant's entry conforms to the entry Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's entry fails to conform to the Guidelines and Restrictions.

Guidelines and Restrictions: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities or other public or private figures, living or dead, without permission;

- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images or good will to which we wish to associate; or
- violates any law, rule or regulation.

If the entry contains any material or elements that are not owned by the entrant, or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry.

By entering, each entrant warrants and represents the following with respect to entrant's entry: (a) the entry will not infringe on any rights of any third parties; (b) the entry complies with the Instagram.com terms of service (<http://instagram.com/about/legal/terms/#>); and (c) any third parties appearing in the entry have given entrant appropriate consent to be photographed and used in connection with this Contest and as otherwise used by Sponsor as set forth herein. Sponsor reserves the right to request releases from any third parties appearing in any entries at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry.

By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges and Sponsor, including, but not limited to, interpretation and application of these Official Rules, which will be final and binding in all matters relating to the Contest.

WINNER SELECTION: Two (2) eligible entries received during the Contest Period, and which comply with these Official Rules, will be randomly selected by airweave, LLC. Two (2) winners will be selected on or about the following date: December 30, 2016.

5. WINNER NOTIFICATION: On or about December 30, 2016 the first potential Contest winner(s) will be notified. If an Instagram entrant is a potential winner, he/she will be notified in an instagram post posted on @airweaveUSA referring to the Contest, and by Sponsor sending a direct message to the potential winner on the potential winner's Instagram account. Each potential winner will be required to email Sponsor within seven (7) calendar days in order to claim their prize. A Potential winner must respond to Sponsor's notification within seven (7) calendar days after the date of notification. A potential winner's failure to respond to the Prize notification within the specified seven (7) calendar days will be considered such potential winner's forfeiture of the prize and an alternate potential winner may be selected by Sponsor's judges. If an entrant is found to be ineligible, an alternate winner may also be selected by

Sponsor's judges. After initial contact has been made, subsequent communication may take place via e-mail or telephone. Potential winner(s) may be required to sign and return, where legal, an Declaration and Liability/Publicity Release or rights transfer document within seven (7) calendar days of receipt. Additionally, potential winner(s) may be required to provide to Sponsor all obtained releases from any and all third parties appearing in their respective entries. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner may be selected. Upon prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

6. PRIZE(S): Two (2) winners will each receive: one (1) airweave Top Mattress (ARV: \$740). Total approximate retail value of all prizes per winner is \$740. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of a prize, Sponsor reserves the right to substitute a prize of equal or greater value. Unclaimed prizes will not be awarded. All unspecified expenses are the responsibility of winner(s). Limit one (1) prize per person or household. The prize is awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust any prizes or otherwise compensate winners for any taxes withheld. Each winner agrees to furnish Sponsor with or execute any additional document requested by Sponsor in connection with the awarding of any prize.

7. GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Sponsor's judges, which shall be final and binding in all respects relating to this Contest; and (b) to the use of his/her name, voice, performance, photograph/video, image or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

8. LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, APARTMENT THERAPY, LLC, INSTAGRAM, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, SHAREHOLDERS, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH,

PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. USE OF ENTRIES: By submitting an entry, each entrant hereby grants Sponsor a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Sponsor and its designees to exploit, edit, modify, and distribute the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.

10. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the drawing for prizes, the announcement of the prize, or the incorrect uploading of the photo or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable

relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

11. ARBITRATION/GOVERNING LAW: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD IN THE STATE OF NEW YORK, CITY OF NEW YORK; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. THE ARBITRATION SHALL BE CONDUCTED IN THE STATE OF NEW YORK, CITY OF NEW YORK. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

12. USE OF DATA. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <https://www.airweave.com/privacy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. REQUEST FOR WINNER: For the name of the winners, available after December 30, 2016, send a self-addressed, stamped, envelope to: airweave, LLC New Year New You Giveaway with Meryl Davis & Charlie White 498 Broome St. New York, NY 10013.

14. Sponsor: airweave, LLC.498 Broome St., New York, NY 10013. THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.