

SIMPLY FRAMED
OFFICIAL MAX WANGER FRAMED PRINT SWEEPSTAKES RULES AND REGULATIONS

The Official Max Wanger Framed Print Sweepstakes (the “Promotion”) is sponsored by Simply Framed, LLC, Inc., having its principal place of business at 20801 Biscayne Blvd #431 Aventura, FL 33180 (“Simply Framed”).

The Promotion entry period begins on Tuesday, March 1, 2016 at 12 a.m. pacific savings time and ends on Thursday, March 31, 2016, at 11:59 p.m. pacific savings time (such period, the “Entry Period”).

1. How To Enter.

To enter the Promotion, submit an entry form at SimplyFramed.com (the “Promotion Site”) during the Entry Period.

Duplicate entries from the same person will be automatically eliminated without notice to the entrant.

Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the e-mail account.

All of the Promotion information will be posted at the Promotion Site throughout the Promotion.

2. Odds Of Winning.

Odds of winning depend on the number of eligible entries received. Purchase of any merchandise does not improve odds of winning. If any purchase is made in connection to this contest, consumer has three business days to cancel such sale.

3. Eligibility.

This Promotion is open to any individual who is, as of the beginning of the Entry Period (a) a legal resident of the U.S. (the “Eligibility Area”); and (b) 18 years of age or older. Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households (whether related or not)) of Modify Industries, Inc. and its divisions, affiliates, subsidiaries, agents and advertising agencies (collectively, the “Promotion Providers”), are not eligible to participate in the Promotion or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply.

4. Prizes.

One prize winner (“Prize Winner”) will receive one 16” x 24” Wax Wanger print of their choice framed within a frame of their choice by Simply Framed (the “Prize”). The verifiable retail value of the Prize is \$300.00.

Participants may only win one Prize.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Promotion Providers’ sole and absolute discretion.

Prize (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or cash redemption of the prize is permitted except that the Promotion Providers retain the right to substitute the cash value of the Prize. Additional restrictions may apply.

5. Prize Drawings.

The Prize Winner will be selected in a random drawing from all entries received that are otherwise eligible for the drawing on Monday, April 4, 2016. The drawing will be conducted by the Promotion Providers whose decisions are final and binding on all aspects of this Promotion. The potential Prize Winner will be notified by e-mail.

Failure of any potential Prize Winner to respond within seventy-two (72) hours from such notification referred to above may result in disqualification and the selection of an alternate Prize Winner.

An alternate Prize Winner may be selected in the event the Prize cannot be awarded to an initial Prize Winner drawn. By entering the drawing, each entrant agrees to be bound by these rules and the decisions of the Promotion Providers. In the event of non-compliance, an alternate Prize Winner may be selected. While the odds of winning depend on the number of eligible entries received, the anticipated odds of winning a Prize is one (1) chance in 250.

6. Conditions, Disclaimers, and License.

By entering this Promotion, each entrant agrees to be bound by these Official Rules and by all decisions of the Promotion Providers (which decisions are final and binding on all matters relating to the Promotion), and to comply with all federal, state and local laws and regulations. The decisions of the Promotion Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment.

In the event of non-compliance, an alternate Prize Winner may be selected. Entries and other submitted materials become the property of the Promotion Providers and/or its promotional partners and will not be acknowledged or returned.

The Promotion Providers are not responsible for incomplete, late, lost, misdirected or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof.

Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules.

The Promotion Providers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished or made available in connection with the Promotion.

Although Promotion Providers attempt to ensure the integrity of the Promotion, the Promotion Providers are not responsible for the actions of entrants or other individuals in connection with the Promotion, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Promotion.

The Promotion Providers are not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Promotion or downloading materials from or using the Promotion Site.

If, for any reason, the Promotion is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Promotion Providers, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Promotion, the Promotion Providers reserve the right in their sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Promotion, and to select a winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable.

Proof of submitting entry will not be deemed receipt of such entry by the Promotion Providers.

The Prize Winner, at the sole discretion of the Promotion Providers, shall be required to sign a notarized affidavit of eligibility and compliance with these Official Rules, liability release, publicity release (unless prohibited by law), address verification and other registrations and participation information requested by the Promotion Providers (unless prohibited by law).

You are not a Prize Winner until your submission is validated. The return of a Prize as undeliverable may result in disqualification and selection of an alternate Prize Winner, at the sole discretion of the Promotion Providers.

7. Taxes.

All taxes (including without limitation federal, state and local taxes) in connection with any Prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winners.

8. Consent To Advertising.

By entering this Promotion, unless prohibited by law, the potential Prize Winner consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential winners may be required to provide a signed release acknowledging such consent.

Moreover, by entering this Promotion, unless prohibited by law, the potential Prize Winner agrees to grant to the Promotion Providers, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Promotion Providers in its sole discretion.

9. Conduct.

THE OFFICIAL RULES WILL BE POSTED AT THE PROMOTION SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS PROMOTION, ENTRANTS:

(A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE PROMOTION PROVIDERS (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND

(B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE PROMOTION IS TRUE, ACCURATE AND COMPLETE.

THE PROMOTION PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS PROMOTION OR ANY FUTURE PROMOTION OR OTHER PROMOTIONS OF THE PROMOTION PROVIDERS, ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE PROMOTION OR THE PROMOTION SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE PROMOTION SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD THE PROMOTION PROVIDERS BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE PROMOTION PROVIDERS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

10. RELEASE AND INDEMNIFICATION.

BY ENTERING THE PROMOTION, ENTRANTS RELEASE AND HOLD THE PROMOTION PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE PROMOTION OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE PROMOTION PROVIDERS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE PROMOTION SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE PROMOTION SITE, THE REMOVAL FROM THE PROMOTION SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THE PROMOTION, ALL PRIZES AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Governing Law.

The Promotion and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Florida as distinguished from the choice of law rules and the United States of America applicable to contracts made and performed entirely in California and where the relevant contacts are with such state. All applicable federal, state, and local laws and regulations apply.

13. Miscellaneous.

(a) Dates and Deadlines.

Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion.

(b) Privacy.

Information submitted in connection with the Promotion will be treated in accordance with these Official Rules and Simply Framed, LLC's Privacy Policy (as may be amended from time to time), currently located at <http://simplyframed.com/pages/terms-and-conditions>. In the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

(c) Severability.

If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.

(d) Headings.

Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

(e) Prize Winner.

For info on the Prize Winner, please send an e-mail to hello@simplyframed.com.

Requests for Winner List must be received by Saturday, April 30, 2016.

(f) Rule Requests.

To receive a copy of these complete rules, send a self-addressed, stamped envelope to Simply Framed, LLC., 7425 NW 79th St Medley, FL 33166: Requests for Official Rules must be received by Saturday, April 30, 2016. WA and VT residents may omit return postage.