

**OFFICIAL RULES**  
**2018 Americana at Brand Tap to Win Social Giveaway**  
**NO PURCHASE NECESSARY TO ENTER OR WIN.**  
A purchase will not increase your chances of winning.  
Void where prohibited. U.S. Law Governs.

**1. Eligibility:** The 2018 Americana at Brand Tap to Win Giveaway (“Giveaway”) is open to legal residents of the United States of America who are at least eighteen (18) years old at the time of entry. Employees of Caruso Management Company, Ltd. (“Sponsor”), as agent for The Americana at Brand, LLC (collectively, Company”) and its parent, subsidiary, and/or affiliated entities, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win. Entrants must follow @americanabrand and “like” the specified photo on Instagram to be entered to win. Any effort by an entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of such individual. In the event of a dispute over the identity of an online entrant, the entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules (“Rules”) as determined in the sole discretion of Sponsor may result in disqualification from the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. **WINNERS MUST BE ABLE TO PICK UP PRIZE AT THE AMERICANA AT BRAND IN GLENDALE, CA.**

**2. Agreement to Rules:** By entering the Giveaway, you agree to be fully unconditionally bound by these Rules, including the eligibility requirements set forth herein and to accept the decisions of Sponsor, as final and binding as it relates to the Giveaway.

**3. Entry Period:** The Giveaway consists of 10 separate promotions, each one with an entry period of 24 hours. Dates for social giveaway posts are May 2, 4, 8, 11, 15, 18, 22, 25, 29, 31. Period for each Giveaway entry begins 10:00 a.m. PT and ends the following day at 9:59 a.m. PT (the “Entry Period”). Participants may submit one (1) entry at any time during the Entry Period. The winner of the Giveaway (“Winner”) will be determined in a random drawing from among all eligible entries received during the Entry Period, drawing to be held the day the entry period ends for each of the giveaways, following the close of the Entry Period (“Drawing Date”). Odds of winning depend upon the number of eligible entries received during the Entry Period. The potential Winner will be notified by email on the Drawing Date, and if the potential Winner does not respond within forty-eight (48) hours of notification by email, another potential Winner will be selected. The potential Winner must sign and return to Company an Affidavit of Eligibility, Publicity & Liability Release (“Affidavit”), and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of being confirmed as the Winner of the Giveaway and receiving the Prize (as defined below) within one (1) business day of receipt of notification, or the Prize will be forfeited and an alternate Winner will be selected.

**4. How to Enter:** The Giveaway may be entered by following @AmericanaBrand and liking the Giveaway photo on Instagram. **ENTRIES ARE LIMITED TO ONE PER PERSON FOR EACH POST, REGARDLESS OF METHOD OF ENTRY.** If you use fraudulent methods or otherwise attempt to circumvent the Rules, your entry may be removed from eligibility at the sole discretion of Sponsor. For an alternate means of entry, send your name, contact details, including valid email address, and the Prize promotion you wish to enter to Caruso Management Company, Ltd, Attn: Tap to Win Americana 10, 101 The Grove Dr., Los Angeles, CA 90036, USA, prior to the date of entry for that Prize.

**5. Prizes and Dates:**

- May 2, 2018 - Ten (10) Ray-Ban Hexagonal Collection Sunglasses (Price: \$168)
- May 4, 2018 - Ten (10) Topman Baseball Hats (Price: \$25)
- May 8, 2018 - Ten (10) Sugarfina Champaign Bears (Price: \$10)
- May 11, 2018 - Ten (10) Pacific Theater Movie Tickets (Price: \$20)
- May 15, 2018 - Ten (10) Laduree Six Piece Macaroon Box (Price \$44)
- May 18, 2018 - Ten (10) Charlotte Tilbury Lipsticks from Nordstrom (\$22);
- May 22, 2018 - Ten (10) David Yurman Cleaning Kits (Price N/A)
- May 25, 2018 – Ten (10) Ten (10) Drybar Blowouts (\$45 each);
- May 29, 2018 - Ten (10) & Other Stories Giftcard (Price: \$75)
- May 31, 2018 - Ten (10) Warby Parker Gift Card & Book (Price: \$110)

No prize element substitution, cash substitution, or assignment or transfer of prize elements is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised Prize becomes unavailable. In no event shall more than the stated number of Prizes be awarded. Any unused elements of the Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes.

**6. Rights Granted by You:** By entering the Giveaway, you understand that Company, anyone acting on behalf of Company, and its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review, or consent to print, publish, broadcast, distribute, and use worldwide in any media, now known or hereafter devised, in perpetuity, your entry, including, without limitation, the entry and your name, portrait, picture, voice, likeness, image, and biographical information as news,

publicity or information and for trade, advertising, public relations, and promotional purposes without any further compensation.

**7. Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws 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.

**8. Release:** By entering the Giveaway, you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors, and assigns (“Releasing Parties”), agree to indemnify, release, and hold harmless Company and its respective parent, affiliated, and subsidiary entities, and each of their respective officers, directors, members, managers, agents, employees, contractors, and representatives (the “Released Parties”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, executions, claims, and demands whatsoever, at law or in equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have, or hereafter can, shall, or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to (i) your participation in the Giveaway; and/or (ii) the acceptance of the Prize and/or any use or misuse and/or participation in any element or activity included in the Prize.

**9. Disclaimer of Liability:** The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the Giveaway or in the announcement of the Prize and/or any prize element; (ii) lost, late, misdirected, damaged, illegible, or incomplete entries or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; (iv) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Giveaway; or (v) the failure of any third party to comply with the instructions and proper administration of this Giveaway. You agree that the Released Parties shall not be liable for any injury, including death, loss, or damage of any kind caused or claimed to be caused, by participation in this Giveaway or from the acceptance or use or redemption of the Prize and/or any prize elements. In the event that Sponsor and/or its agents are prevented from continuing with the Giveaway as contemplated herein including, but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor shall have the right to modify, suspend, extend, or terminate the Giveaway.

**10. Law / Dispute Resolution:** This Giveaway shall be governed by and interpreted under the laws of the State of California, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Giveaway shall take place exclusively in the federal or state courts sitting in County of Los Angeles, California, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**11. Winners List:** For the name of the Winners, available after June 1, 2018 (“Winner List Date”), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Giveaway, but within 45 days after the Winner List Date, to Sponsor at the address set forth below,

**12. Privacy Policy:** Information submitted is subject to the Privacy Policy stated on Company’s website:  
<https://americanatbrand.com/privacy-policy/>

**13. Sponsor:** The Sponsor of the Giveaway is Caruso Management Company, Ltd, 101 The Grove Dr., Los Angeles, CA 90036, USA.

#### ABBREVIATED RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. The Giveaway consists of 10 separate promotions, each one with an entry period of 24 hours. Dates for social giveaway posts are May 2, 4, 8, 11, 15, 18, 22, 25, 29, 31. Period for each Giveaway entry begins 10:00 a.m. PT and ends the following day at 9:59 a.m. PT (the “Entry Period”). Participants may submit one (1) entry by following the @americanabrand account and liking the image on Instagram at any time during the Entry Period. The winner of the Giveaway (“Winner”) will be determined in a random drawing from among all eligible entries received during the Entry Period, drawing to be held

the day the entry period ends for each of the giveaways, following the close of the Entry Period (“Drawing Date”). WINNERS MUST BE ABLE TO PICK UP PRIZE AT THE AMERICANA AT BRAND IN GLENDALE, CA. Open to legal residents of the U.S., 18 or older. Void where prohibited by law. Other restrictions apply. Please see Official Rules at [www.americanaatbrand.com/golden-giveaway/](http://www.americanaatbrand.com/golden-giveaway/) Sponsored by Caruso Management Company, Ltd.