

## **MOD-A-DAY GIVEAWAY PROMOTION RULES AND REGULATIONS**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION:

The Mod-A-Day Giveaway Promotion (the “Promotion”) is sponsored by Modify Industries, Inc. (name of sponsor), having its principal place of business at 148 Townsend Street, Suite #18, San Francisco, California 94107.

The Promotion entry period begins on Friday, March 1, 2013, at 8 a.m. eastern standard time and ends on Sunday, March 31, 2013, at 10 p.m. eastern standard time (such period, the “Entry Period”).

### **1. How To Enter.**

To enter the Promotion, submit an entry form at [www.facebook.com/ModifyWatches](http://www.facebook.com/ModifyWatches) during the Entry Period (the “Promotion Site”).

Participants may enter only one entry per person each day during the Entry Period, but entries cumulate over the length of the Promotion. For example, if you enter every day for the first fifteen days of the Promotion on the fifteenth day you will have fifteen entrees.

Duplicate entries from the same person on the same day 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.

The Promotion is managed by an approved third-party application, Woobox. 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.

(a) Grand Prize.

One grand prize winner (the "Grand Prize Winner") will receive: (1) a "Dream Mod Collection" which will include ten straps and ten faces of their choosing, (2) one standard series fixed gear bike from Pure Fix, (3) one custom messenger bag from Timbuk2 and (4) one pair of artist designed shoes from BucketFeet (the "Grand Prize"). The verifiable retail value of the Grand Prize is \$1,000.00.

(b) Thirty-One Second Place Prizes.

Thirty-one second place winners will receive a Modify Watch (the "Second Place Prize") and together with the Grand Prize the "Prizes"). The verifiable retail value of each Second Place Prize is \$50.00.

Participants may only win one Grand Prize or one Second Place 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.

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

5. Second Place Prize Drawings.

One Second Prize Winner will be selected in a random drawing each day of the Entry Period from all entries received that are otherwise eligible for the drawing. The drawing will be conducted by the Promotion Providers whose decisions are final and binding on all aspects of this Promotion. The potential Second Prize Winner will be notified by e-mail each day.

Failure of any potential Second 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 Second Prize Winner.

An alternate Second Prize Winner will be selected in the event the Prize cannot be awarded to the initial Second 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 Second Prize Winner is thirty-one (31) chances in 3,100 for each entry.

6. Grand Prize Drawing.

The potential Grand Prize Winner will be selected in a random drawing from all entries received that are otherwise eligible for the drawing. The drawing will be held after Sunday, March 31, 2013. The drawing will be conducted by the Promotion Providers whose decisions are final and binding on all aspects of this Promotion. The potential Grand Prize Winner will be notified by e-mail on or about Monday, April 1, 2013.

Failure of any potential Grand 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 Grand Prize Winner.

An alternate Grand Prize Winner will be selected in the event the Prize cannot be awarded to the initial Grand 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 Grand Prize Winner may be selected. While the odds of winning depend on the number of eligible entries received, the anticipated odds of winning the Grand Prize is one (1) chance in 3,100 for each entry.

7. 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.

8. 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.

9. Consent To Advertising.

By entering this Promotion, unless prohibited by law, the potential Prize Winners consent 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 Winners agree 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 Winners' respective names, 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.

10. Promotion Not Promoted By Facebook.

You understand that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

11. Not Providing Information To Facebook.

You understand that by participating in the Promotion you are providing information to the Promotion Providers and not to Facebook.

12. 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.

#### 13. RELEASE AND INDEMNIFICATION.

BY ENTERING THE PROMOTION, ENTRANTS RELEASE AND HOLD THE PROMOTION PROVIDERS AND FACEBOOK 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.

#### 14. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE PROMOTION PROVIDERS OR FACEBOOK 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.

15. 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 California 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.

16. 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 Modify Industries, Inc.'s Privacy Policy (as may be amended from time to time), currently located at <https://www.modifywatches.com/privacy.php>. 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 Winners.

For info on the Prize Winners, please send an e-mail to [ayo@modifywatches.com](mailto:ayo@modifywatches.com).

Requests for Winner List must be received by Saturday, June 1, 2013.

(f) Rule Requests.

To receive a copy of these complete rules, send a self-addressed, stamped envelope to Modify Industries, Inc., 148 Townsend Street, Suite #18, San Francisco, California 94107: Requests for Official Rules must be received by Saturday, June 1, 2013. WA and VT residents may omit return postage.