

MODIFY INDUSTRIES, INC.
SWEEPSTAKES RULES AND REGULATIONS

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

This sweepstakes (the “Sweepstakes”) 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 Sweepstakes entry period begins on Wednesday, January 23, 2013, at 8 a.m. eastern standard time and ends on Friday, February 8, 2013, at 10 p.m. eastern standard time (such period, the “Entry Period”).

1. How To Enter.

To enter the Sweepstakes online, visit the Sweepstakes at www.modifywatches.com/sweeps (the “Sweepstakes Site”) during the Entry Period.

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

A random drawing for one potential Grand Prize Winner and ten potential Second Place Prize winners will take place after Friday, February 8, 2013 (“Date For Drawing”).

Participants may enter only one entry per person during the Entry Period. Duplicate entries from the same person will be automatically eliminated without notice to the entrant.

In addition to a Sweepstakes entry, each participant shall also receive a \$20 store credit to www.ModifyWatches.com (the “Store Credit”). Participants may only receive one Store Credit during the Entry Period.

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

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 Sweepstakes 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 “Sweepstakes Providers”), are not eligible to participate in the Sweepstakes 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 a six month subscription to the Mod Of The Month Club where they will select one new watch face and one new watch strap each month (the “Grand Prize”). The verifiable retail value of the Grand Prize is \$168.00.

(b) Five Second Place Prizes.

Five second place winners will receive one Modify watch set, which shall include one watch face and two straps (the “Second Place Prize” and together with the Grand Prize the “Prizes”). The verifiable retail value of each Second Place Prize is \$70.00.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sweepstakes 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 Sweepstakes Providers retain the right to substitute the cash value of the Prizes. Additional restrictions may apply.

5. Prize Drawing.

The potential Prize Winners will be selected in a random drawing from all entries received that are otherwise eligible for the drawing. The drawing will be held after Friday, February 8, 2013. The drawing will be conducted by the Sweepstakes Providers whose decisions are final and binding on all aspects of this Sweepstakes. The potential Prize Winner will be notified on or about Monday, February 11, 2013, by e-mail.

Failure of any potential Prize Winners 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 will be selected in the event the Prize cannot be awarded to the initial Prize Winner drawn. By entering the drawing, each entrant agrees to be bound by

these rules and the decisions of the Sweepstakes Providers. In the event of non-compliance, an alternate Prize Winner may be selected. The anticipated odds of winning a Prize is six (6) chances in 500 for each contestant.

6. Conditions, Disclaimers, and License.

By entering this Sweepstakes, each entrant agrees to be bound by these Official Rules and by all decisions of the Sweepstakes Providers (which decisions are final and binding on all matters relating to the Sweepstakes), and to comply with all federal, state and local laws and regulations. The decisions of the Sweepstakes 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 Sweepstakes Providers and/or its promotional partners and will not be acknowledged or returned.

The Sweepstakes 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 Sweepstakes 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 Sweepstakes.

Although Sweepstakes Providers attempt to ensure the integrity of the Sweepstakes, the Sweepstakes Providers are not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, 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 Sweepstakes.

The Sweepstakes 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 Sweepstakes or downloading materials from or using the Sweepstakes Site.

If, for any reason, the Sweepstakes 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 Sweepstakes Providers, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper

conduct of the Sweepstakes, the Sweepstakes 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 sweepstakes, 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 Sweepstakes Providers.

The Prize Winner, at the sole discretion of the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, unless prohibited by law, the potential Prize Winners agree to grant to the Sweepstakes 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 Sweepstakes Providers in its sole discretion.

9. Conduct.

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

(A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE SWEEPSTAKES 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 SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE.

THE SWEEPSTAKES PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES OR OTHER PROMOTIONS OF THE SWEEPSTAKES PROVIDERS, ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES OR THE SWEEPSTAKES SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE SWEEPSTAKES 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 SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD THE SWEEPSTAKES PROVIDERS BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE SWEEPSTAKES 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 SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE SWEEPSTAKES 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 SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-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 SWEEPSTAKES, 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 SWEEPSTAKES 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 SWEEPSTAKES SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES SITE, THE REMOVAL FROM THE SWEEPSTAKES 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 SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, 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 Sweepstakes 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.

13. Miscellaneous.

(a) Dates and Deadlines.

Because of the unique nature and scope of the Sweepstakes, 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 Sweepstakes.

(b) Privacy.

Information submitted in connection with the Sweepstakes 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.

Requests for Winner List must be received by March 11, 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 March 11, 2013. WA and VT residents may omit return postage.