

L*SPACE x FabFitFun Giveaway

The following promotion is intended for viewing in the 50 United States and D.C. only and is construed and evaluated according to California law. Do not enter this Promotion if you are not a legal resident of, and located in, the 50 United States or D.C. at the time of entry.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

By participating in L*SPACE x FabFitFun Giveaway (the “**Promotion**”), each entrant (or his or her parent or legal guardian if the entrant is under the age of majority in his or her state of residence) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of L*SPACE by Monica Wise (“**Sponsor**”), which are final and binding in all respects. Sponsor is responsible for the collection and selection entries and the Promotion’s overall administration. Entrants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

1. **ELIGIBILITY:** L*SPACE x FabFitFun Giveaway (the “**Promotion**”) is open only to legal residents of the 50 United States and the District of Columbia who are at 18 years of age or older. Entrants under the legal age of majority in their state of residence must have permission to enter the Promotion from their parent or guardian. Employees of Sponsor and its parent companies, affiliates, subsidiaries, and related companies, and agencies and immediate families (defined as parents, children, siblings and spouse and their respective spouses, regardless of where they reside) and those living in the same household, whether or not related, are not eligible to enter or win. Void in all U.S. territories and possessions and overseas military installations and where prohibited or restricted by law.

2. **TIMING:** The Promotion begins 9/21/18 at 7:00AM PST and ends on 9/24/18 at 11:59PM PST (the “**Promotion Period**”).

3. **HOW TO ENTER:** [Online: To enter online, visit [INSTAGRAM.COM/LSPACESWIM](https://www.instagram.com/lspaceswim) , [INSTAGRAM.COM/FABFITFUN](https://www.instagram.com/fabfitfun) between 9/21/18 at 7:00AM PST and 9/24/18 at 11:59PM PST, follow both accounts and comment on any of the L*SPACE x FabFitFun posts. To be valid, entries must be received no later than 9/24/18 at 11:59PM PST]

4. **ENTRY CONDITIONS:** Limit 1 entries per person per platform. The authorized account holder of the email address used to enter the Promotion is deemed to be the entrant. The “authorized account holder” is the natural person assigned to 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. Each potential winner may be required to show proof of being the authorized account holder.

5. **PRIZE:** Two (2) Winners will receive one (1) \$200 gift card from L*Space to www.lspace.com , (1) FabFitFun Post Summer Editor’s Box (retail value \$49). Prize fulfillment is based on availability. Please allow 2 weeks for prize delivery from the time a winner provides delivery information to Sponsor. Taxes

on prize, if any, are solely the responsibility of the winner. Winners of a prize valued at \$600 or more will receive a Federal Tax Form 1099. We recommend that you consult with your tax advisor if you have further questions. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion, unless such substitution is prohibited by law. Sponsor may disqualify a winner and select an alternate winner if any prize is returned undeliverable. Prizes are non-transferable. Sponsor need not substitute a prize based on the winner's request.

6. ODDS OF WINNING: The odds of winning depend on the total number of eligible entries received.

7. WINNER SELECTION: Two (2) potential winning entrants will be selected by random drawing on or about 9/25/18. Potential winning entrants will be contacted via Direct Message on Instagram. If a potential winning entrant is determined by Sponsor to be unqualified to participate in this Promotion or does not respond to Sponsor's correspondence within 48 hours, the potential winning entrant will be disqualified and a new potential winning entrant will be selected by random drawing.

8. REQUIRED DOCUMENTATION: The potential winning entrant may be required to complete an Affidavit of Eligibility and Release ("**Affidavit**") in accordance with the instructions listed in the notification correspondence. Any entrant who fails or refuses to sign and return the required documentation within the time period as specified by Sponsor will be disqualified. If a potential winning entrant is considered a minor in the legal jurisdiction in which the entrant resides, then that entrant's parent or legal guardian may be required to execute and return the Affidavit. Non-compliance with these Official Rules or failure to return all required documentation by the stated deadline or Sponsor's inability to contact an entrant (using the contact information provided in his or her registration) within a reasonable time period, as determined in Sponsor's sole discretion may result in disqualification and the forfeiture of the prize. **PUBLICITY: Except where prohibited, participation in the Promotion constitutes entrant's consent to Sponsor's and its agents' use of the entrant's name, likeness, photograph, voice, opinions, hometown, state and any other information submitted to Sponsor by entrant for promotional purposes, or on a winner's list, if applicable, in any media, worldwide, without further payment or compensation.**

10. GENERAL CONDITIONS: Potential winning entrants are subject to Sponsor's verification. Sponsor's decisions are final and binding in all matters related to the Promotion. Potential winners must comply with the Official Rules, and receipt of prizes is contingent upon fulfilling all requirements. Sponsor is not responsible for technical, hardware or software failures, malfunctions, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or unforeseen schedule changes that may limit an entrant's ability to participate in the Promotion, even if caused by Sponsor's negligence. Entries generated by script, macro or other automated means or with the intent to impair the integrity of the Promotion will be void. Sponsor has the sole discretion to modify, cancel or suspend this Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes incapable of running the Promotion as planned. Sponsor is not responsible for changes to entrant's contact information. Any individual who attempts or otherwise encourages, directly or indirectly, the submission of false entries, as determined by Sponsor, will be disqualified. Sponsor has the sole

discretion to disqualify any entrant who tampers with the entry process. Sponsor has the sole discretion to disqualify entrants who violate these Official Rules, tamper with the operation of the Promotion or engage in any conduct that is deemed detrimental or unfair to Sponsor, the Promotion or any other entrant. Sponsor has no obligation to return any entry consideration, if applicable, submitted by a disqualified entrant.

11. **RELEASE:** As a condition of participating in the Promotion, entrants release the Sponsor and its respective affiliates, subsidiaries, parent corporations, advertising and promotional agencies, and all of their officers, directors, shareholders, members, employees, and agents (collectively, the “**Promotion Entities**”) from liability, for loss, harm, damage, injury, cost or expense whatsoever including property damage, personal injury and death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance or use of prizes or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or invasion of privacy and merchandise delivery.

12. **LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; lost, stolen, mutilated, mis-delivered, postage due, illegible, incomplete or untimely entries that may limit entrant’s ability to participate in the Promotion, even if caused by Sponsor’s negligence; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online system, computer equipment, servers, providers, or software, including any injury or damage to entrant's or any other person's computer relating to participation or inability to participate in the Promotion; inability to access the Site or upload information or data; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including the Site) or for any other reason whatsoever; printing or other errors; or any combination thereof. Proof of uploading information or data or entering information at the Site is not considered proof of delivery or receipt. Illegible, duplicate and incomplete entries will be disqualified. False, fraudulent, or deceptive entries or acts, as determined by Sponsor, render entrants ineligible and all associated entries will be void.

13. **COLLECTION OF INFORMATION:** Information collected in connection with the Promotion will be collected in accordance with Sponsor’s Privacy Policy. By participating in the Promotion, each entrant agrees to the terms of Sponsor’s Privacy Policy.

14. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with this Promotion are governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of any other state’s laws. Entrants hereby submit to the exclusive jurisdiction and venue of the Federal and State Courts in San Francisco, California for the purposes of any suit related to the Promotion and waive any claim that they are not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.

15. SPONSOR:

L*SPACE America LLC.
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