

# Emsculpt Treatments Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** Emsculpt Treatments are open to anyone that is a legal resident of the fifty (50) United States and the District of Columbia who is at least eighteen (18) years old at the time of entry. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** BTL Industries, Inc., 362 Elm Street, Marlborough, MA, 01752.

3. **Timing:** The Contest begins on July 7, 2020 at 12:00 a.m. Eastern Time

("ET") and ends on October 7, 2020 at 11:59 p.m. ET (the "Promotion Period").

**Sponsor's computer in MA is the official time-keeping device for the Contest.**

4. **How to Enter:** Post to Instagram why you need Emsculpt, an image where you saw the Emsculpt Empowerment Tour Bus, or how Emsculpt was used on you at the Empowerment Tour. You must hashtag both #EmsculptTour and #Emsculpt.

**Limit:** You may enter as many times as you wish during the contest period. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned 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. Prizes:**

- On August 7<sup>th</sup>, 3 individuals will earn a series (4) of Emsculpt treatments from their local provider.

- On September 7<sup>th</sup>, 3 individuals will earn a series (4) of Emsculpt treatments from their local provider.
- On October 7<sup>th</sup>, 3 individuals will earn a series (4) of Emsculpt treatments from their local provider.

For All Prizes: All prize details will be determined by Sponsor in its sole discretion. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Contest Entry Period.

**6. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, BTL Industries, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**7. Publicity:** Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, 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.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available

and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of Massachusetts or the appropriate Massachusetts State Court (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other

jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

**11. Winner List:** For a winner list, visit <https://www.bodybybtl.com/tourprizes>. The winner list will be posted after winner confirmation is complete.