

PRIZE GIVEAWAY POLICY TEMPLATE

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Sponsor. Shawn Black Photography DBA, Couture Black (“Sponsor”)

Eligibility. The Couture Black Giveaways (“Giveaway”) will be open to residents of the contiguous states of the United States only who are 21 years or older.

By participating in the Giveaway, Participants agree that they have a valid account and did not set up an account for the purpose of participating in the Giveaway. If the Sponsor at any time becomes aware that a Participant has violated this condition, the Participant will forfeit his/her Prize and will be permanently banned from any future Giveaways. Employees, officers, directors and immediate family members of Couture Black, its affiliates, and any other entities involved in this Giveaway are not eligible to enter or win. This Giveaway is void where prohibited or restricted. Sponsor will be collecting personal data about Participants when they participate and win. Please review Couture Blacks’s privacy policy at www.coutureblack.com. By entering Participants agree to be bound by these official rules and the decisions of the Sponsor are final and binding in all respects.

Prizes. Prize, range from products and services (“Prize”), will be determined by Couture Black

Prize Selection: The Participant(s) who fulfill the requirements as set forth in each individual Giveaway(s) and deemed so by the authorized Couture Black employee will be declared the Winner(s) (“Winner”).

Prize Restrictions: Prize is not transferable. All Prizes are to be used by the Winner only. Any attempt to resell or transfer the Prize will result in forfeiture of the Prize and the Winner will be banned from participating in a Giveaway for life. Sponsor will have the right to substitute another Prize package of equal or greater value, at its sole discretion. All expenses not specified are the sole responsibility of the Winner(s).

Limited to one Winner per year with a maximum of 1 per life, with 2 Prizes per household for life. Sponsor not responsible for lost or stolen Prize. Sponsor is not required to replace, fix or repair any part of the Prize. The Prize is awarded AS-IS, without warranty.

Odds: Odds of winning depend on the number of Participants per Giveaway.

Notification: Winner will be announced within 1 week of end of entry collection date published. Winner must claim their Prize within 48 hours of announcement. If the Winner does

not respond in the allowed timeframe, the Prize will be forfeited and alternate Winner will be selected at the Sponsor's discretion. Refusal to agree and execute Sponsor's statement of eligibility and release of liability will also result in disqualification and, at Sponsor's sole discretion and time permitting, cause an alternative Winner to be chosen from among all remaining eligible entries. Sponsor will mail Prizes to Winner; return receipt required (signatures of Winners required).

Taxation: The Prize Winner is solely responsible for any and all federal, state, and local income taxes associated with his or her Prize. Sponsor is not responsible for and will not pay or in any way compensate Prize Winners for taxes associated with winning a Prize in this contest. The Prize Winner should consult his or her tax advisor about the tax implications of winning a Prize. Prize Winner shall complete IRS form W-9 and return to Sponsor prior to delivery of the Prize.

Waiver of Liability/Publicity Release: By acceptance of Prize, the Winner grants to Sponsor the right to publicize such Winner's name picture and/or likeness on any social media of the Sponsor or its affiliates websites or social media of its affiliates now or hereafter devised worldwide without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

General Conditions: By entering, Participants agree (a) to these Official Rules and the decisions of the Sponsor and the judging agency, which shall be final in all matters relating to the Giveaway; (b) to release and hold harmless Sponsor and all affiliated companies and directors, officers and employees from any and all claims, liability or damages arising out of their participation and the acceptance and use of a Prize; (c) to permit Sponsor and its agents to use Winner's name, city and/or likeness for advertising, promotional and publicity purposes in all media without additional compensation and any prior review or approval; (d) that under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; and (e) that all causes of action arising out of or connected with this Giveaway, or any Prizes awarded, shall be resolved individually, without resort to any form class action.

Sponsor is not responsible for printing or typographical errors in any Giveaway related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible, or for transactions, entries or communications that are processed late or incorrectly or lost due to computer or electronic malfunction or human error.

In the event of a dispute regarding a Participant, the Winner will be deemed as the authorized account holder of the phone number/email address submitted at the time of entry. Sponsor reserves the right in their sole discretion, to cancel, terminate, modify or suspend the Giveaway and award Giveaway Prizes from among all eligible entries received prior to cancellation or termination. Sponsor also reserves the right to disqualify any individual who does not comply with these Official Rules.

The Sponsor is allowed to revoke, change, alter, or move the Prize, contest at any time at their whim with no notification, disclosure or reason needed.

Governing Law. Giveaway will be governed by and construed in accordance with the laws of the State of Massachusetts.