

Sweepstakes and Contests: Terms and Conditions

Eligibility: Sweepstakes or contest open only to 18 years of age or older (if under 18 see below). The Sweepstakes or Contest is subject to all applicable country, federal, state, and local laws and regulations. Void where prohibited. All Sapphire contests and sweepstakes are not valid in Quebec Canada, the State of Arizona, Florida and New York.

(Under Age 16)

If you are under 16, you are required to gain permission from parent or a guardian before you:

- E-mail the Site, or ask us to e-mail anything to you;
- Send in any information;
- Enter any contest or game that requires information about you or offers a prize;
- Buy anything online.

OFFICIAL RULES:

By participating in the Sweepstakes or Contest, each Entrant (If participant is not of the age of majority (contest) in his/her country, state of residence, his/her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Sweepstakes or Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein.

Timing: The Contest begins and ends on dates as specified in contest or sweepstakes description (the "Promotion Period").

Prizes and Approximate Retail Value: (In USD) As defined in contest or sweepstakes description, or as listed below:

General Conditions: Taxes on any prize, if any, are the sole responsibility of the prize winner. SAPPHIRE Technology LTD (the "Sponser") is not responsible for lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission, 3rd party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in any Sweepstakes-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in the contest or sweepstakes, human error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of the contest or sweepstakes. Winners' consent to the use of his or her name/likeness for publicity purposes without additional compensation, except where prohibited by law.

Winners Selection: Winners will be selected in a random drawing from among all eligible entries received. Decisions will be final and binding. Winners will be notified by telephone and/or email. If the potential winner is an eligible minor, Affidavit/Release must be confirmed and signed by his/her parent or legal guardian.

The prize winner will be responsible for all taxes on the prize.

For the US prize winner you will also be required to provide his/her Social Security number for tax reporting purposes if the retail value of the prize being awarded is \$600.00 or greater as determined in Sponsor's sole discretion). Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the prize if the retail value of such prize if \$600.00 or greater. If a prize

winner refuses to provide his/her Social Security number for a prize worth \$600.00 or greater, the prize winner will be disqualified and an alternate winner will be selected.

Miscellaneous: Sponsor has the right to substitute prize for another of equal or greater value due to prize unavailability, Winner may be required to execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within (3) days of issuance of notification.

Non-compliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner.

By participating, entrants, winner and recipient(s) agree to be bound by these Official Rules and agree that: 1) Released Parties and their designees and assigns shall have the right and permission to use (unless prohibited by law) their name, voice, city/state of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission, or notification; and 2) Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives and agents shall have no liability and will be held harmless for any liability, loss, injury or death to entrant, recipient(s) (if any), or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize.

ARBITRATION (for USA only)

Entrants (and, if an eligible minor, their parents and legal guardians), agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles County, California, U.S.A.; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than 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, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California.