

## Clarisonic Super Fan Contest Official Contest Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**PARTICIPATION CONSTITUTES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE "OFFICIAL RULES".**

**I. CONTEST PERIOD:** The "Clarisonic Super Fan Contest" (the "Contest") begins on or about 12:01 a.m. Eastern Standard Time ("EST") on Thursday, November 5, 2009 and ends at 11:59 p.m. ("EST") on Sunday, December 6, 2009 (the "Entry Period"). The Contest is sponsored by Pacific BioScience Laboratories, Inc. D.B.A. Clarisonic, 13222 SE 30th St. Ste A1, Bellevue, WA 98005 (the "Sponsor").

**II. ELIGIBILITY:** The "Clarisonic Super Fan Contest" Rules are intended for viewing in the United States ("U.S.") only. Do not proceed in this site if you have never used Clarisonic products, are not at least 18 years of age and a legal resident of the U.S., and District of Columbia ("D.C.") at the time of entry, November 5, 2009 ("Start Date"). All federal, state and local laws and regulations apply. Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited by law. Officers, members, directors and employees of Sponsor, and its subsidiaries, sales representatives, franchisees and franchisees' affiliates, and each of their respective parents, subsidiaries and affiliated companies, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Released Parties") and the immediate family members (parent, in-laws, grandparents, children, grandchildren, siblings, and spouse) of, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Contest. **Void where prohibited, taxed or restricted by law.**

**III. PARTICIPATION:** The Contest is open to all eligible Participants who enter the Contest by registering and submitting an original up to three (3) minute audio audio/video (the "Audio/Video Entry"), photograph (the "Photo Entry") or essay (the "Essay Entry") (Together "Entries") to be judged by a panel of Judges. Those who enter the Contest by December 6, 2009, (Entry End Date) and are in compliance with the entry process shall be identified as a Participant (the "Participant"). To enter during the Contest Period, write an Essay, a Photograph, or a Video about the benefits you have realized from using the Clarisonic Skin Cleansing Brush (the "Skin Cleansing Brush"). The following are some suggested Skin Cleansing Brush subjects that you might want to consider including in your Entry: How it helped you with a better way to remove your makeup; How you have softer and smoother skin; How it reduced your oily skin areas, dry skin patches and or blemishes; Reduced the appearance of visible pores; Reduced the appearance of fine lines and wrinkles; Its ease of use.

#### **IV. THREE WAYS TO ENTER THE CONTEST:**

##### **1. On-Line Audio/Video Entry Submission via YouTube:**

- (i) Go to <http://www.clarisonic.com/superfan>, ("Contest Website") to link onto the registration form, and or go to <http://www.clarisonic.com/superfan/entryform.pdf> to register and populate your on-line Registration Entry Form ("Entry Form"). Be sure to include links to your YouTube account (Clarisonic does not have a special YouTube page for

- the Contest Entry). The Entry Form will require you to enter your name and e-mail address and other information, such as title and brief description about how you are the Biggest Fan of the Sponsor's Skin Cleansing Brush;
- (ii) Participants must have an active YouTube account to enter. If you do not have a YouTube account, sign up for a free account at <http://www.youtube.com/signup>;
  - (iii) Your personal information is subject to the privacy policies posted on YouTube at <http://www.youtube.com/t/privacy> and at Clarisonic.com at [www.clarisonic.com/us/utility/terms-of-use.php](http://www.clarisonic.com/us/utility/terms-of-use.php);
  - (iv) Prior to Audio/Video submission, Participants confirm that they have read these Official Rules and that such Participants agree to be bound by these Official Rules;
  - (v) Create an original Audio/Video that portrays your thoughts about the Sponsor's Skin Cleansing Brush. Your Contest Audio/Video Entry must be your voice and current image. Video may not exceed four (4) minutes;
  - (vi) Upload your video to your current YouTube account at [www.youtube.com](http://www.youtube.com);
  - (vii) Each Audio/Video must comply with YouTube's video requirements: <http://www.youtube.com/t/howtomakevideo>;
  - (viii) The Audio/Video Entry must be in English;
  - (ix) Audio/Video Entries not posted to a personal YouTube account by 11:59:59 p.m. on December 6, 2009 will not be considered;
  - (x) By pushing the "Continue Uploading" button, you certify that you have read and agree with these Official Contest Rules and understand that you may be required to sign other documents as listed in the Notification Section (No. X), of these Official Rules.
  - (xi) **Ownership/Use Rights:** A Participant retains the copyright to their Audio/Video, and all rights thereto, except as follows. By entering the Contest, the Participant agrees to have their submitted Audio/Video displayed on the YouTube Contest website without any fee or other form of compensation, and agree that the Sponsor may display the winning Audio/Video on the Sponsor's website and other communication channels at their discretion, and may make and retain copies of the Audio/Video for archival purposes. Audio/Video will be credited to the Participant named in the entry form. In the event that ownership of any Audio/Video submitted is contested in any manner, Sponsors may disqualify that Audio/Video and discontinue use of the Audio/Video.

IMPORTANT: Be sure to save your Audio/Video in its original format after uploading it and submitting links to the Contest Website. If you are selected as a "potential" winner, you agree that you will provide Sponsor with your Audio/Video Entry in its original format in order for the Audio/Video to be used in future advertising, PR or Promotion.

## **2. On-Line Photo Entry Submission via Flickr:**

- (i) Go to <http://www.clarisonic.com/superfan>, ("Contest Website") to link onto the registration form, and or go to <http://www.clarisonic.com/superfan/entryform.pdf> to register and populate your on-line Registration Entry Form ("Entry Form"). Be sure to include links to your Flickr account (Note: Clarisonic does not have a special Flickr page for the Contest Entry). The Entry Form will require you to enter your name and e-mail address and other information, such as title and brief description about how you are a Super Fan of the Sponsor's Skin Cleansing Brush;
- (ii) Participant must be a current registered member of Flickr, the online photo-

- hosting site ("Photo Site"), to enter the Contest. If you do not have the Photo Site's membership, sign up for a free membership at [www.flickr.com/](http://www.flickr.com/).
- (iii) Your Contest Photo Entry must be a current photograph of yourself.
  - (iv) A Photo Entry must conform to the file type and size specifications for upload, as determined by Flickr. Any Photographs entered in the Contest by a Participant must accurately and fairly depict the subject thereof. No alteration or manipulation of the Photograph is permitted except for cropping, red eye removal, and adjustment of contrast and brightness. Photographs should be in color.
  - (v) **Your photograph(s) and description(s) will be posted online and viewed by other people.** Photo Entries must comply with the Community Guidelines posted at <http://www.flickr.com/guidelines.gne>. Entries must not be inappropriate, indecent or obscene, as determined by Sponsor in their sole discretion.
  - (vi) **Ownership/Use Rights:** A Participant retains the copyright to their photograph, and all rights thereto, except as follows. By entering the Contest, the Participant agrees to have their submitted photograph displayed on the Flickr website without any fee or other form of compensation, and agree that the Sponsor may display the winning photograph in a photo gallery on the Sponsor's website, in their newsletter, blogs, press releases, and other communication channels at their discretion, and may make and retain copies of the photograph for archival purposes. Photos will be credited to the Participant named in the entry form. In the event that ownership of any photograph submitted is contested in any manner, Sponsors may disqualify that photograph and discontinue use of the photograph.

### **3. On-Line Essay Entry Submission:**

- (i) Go to <http://www.clarisonic.com/superfan>, ("Contest Website") to link onto the registration form. Follow the instructions for completing and submitting the online entry form including your essay ("Essay Entry"). Limit one (1) entry per person per email address. All online entries must be received by 11:59:59 p.m. EDT on December 6, 2010. Mail-in entries are not accepted.
- (ii) Essay Entries not meeting all of the following requirements will be disqualified:
  - Must describe: How Clarisonic has benefited your skin care;
  - The Essay Entry and essay title must be original, unpublished, the sole property of submitter and not previously submitted in any other contest;
  - Essay Entry must be submitted online, in the form's text entry box, no more than 600 words (actual text) Essays must be uploaded on <http://www.clarisonic.com/superfan>. Incomplete entries and entry forms are void;
  - The Essay Entry must be submitted electronically. No entry will be accepted if submitted by other means.

### **V. AUDIO/VIDEO YOUTUBE AND PHOTOGRAPHIC FLICKER ENTRY CONDITIONS:**

- (i) Participants represent and warrant that their Audio/Video and Photo Entries are their own original creations and do not infringe any other person's or entity's rights, and that they and any other person appearing in their Entry, release any and all claims concerning use, performance, modification and distribution of the Entry and their likenesses, statements or performances.
- (ii) **Photographer/Copyright:** The Audio/Video or Photo Entry must be submitted by the original Participant. The Audio/Video Entry or Photo Entry is a Participant's guarantee that she or he is the author of the Audio/Video or Photograph. In addition, by entering, The Participant represents and warrants that the Entry

- that they submit (i) does not infringe any other person's or entity's rights; and (ii) have not been submitted previously in a Contest of any kind.
- (iii) Each Participant may submit one (1) Entry only during the Contest Period. No joint submissions will be accepted. One (1) Participant per a YouTube or Flickr account and email address will be allowed. In the event of any dispute concerning the identity of the Participant, the Entry will be deemed made by the authorized account holder for the applicable Internet service. Any attempt by any Participant to submit more than one (1) Entry by using multiple/different accounts or email addresses, identities, registrations, or any other methods may void and disqualify all Entries submitted by that Participant, at the sole discretion of Sponsor will not acknowledge receipt of Entries. Entries will be screened for eligibility and compliance with requirements; incomplete, ineligible or non-complying Entries will be disqualified. The Sponsors are not responsible for late, lost, stolen, misdirected, incomplete, invalid, unintelligible, or misdirected entries, which are void. Sponsor will not acknowledge receipt of entries.
- (iv) Odds of winning will depend on the quality and total number of eligible entries received.

#### **VI. ALL ENTRY CONDITIONS:**

1. Each Participant may enter only one (1) Audio/Video Entry, only one (1) Photo Entry and only one (1) Essay Entry during the Upload Phase of the Contest Period. Multiple Participants are not permitted to share the same email address. Any attempt by any Participant to obtain more than the stated number of Photo Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Participant's entries and that Participant may be disqualified.
2. Proof of submission or sending is not proof of receipt by Sponsor. Sponsor shall have the right to reject any Audio/Video Entry, Photo Entry or Essay Entry submitted if it does not comply with these Official Rules. Sponsor may use any Audio/Video, Photograph or Essay in any media in association with the Contest without attribution or compensation to the Participant, his or her successors or assigns, or any other entity. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected requests, which are void.
3. Audio/Video, Photographs and Essay Entry Finalists become the property of Sponsor and will not be returned as defined in Rule VIII.
4. Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries based on Content Restrictions (Rule VII)

#### **VII. ALL ENTRY CONTENT RESTRICTIONS:**

- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement;
- Must not contain brand names or trademarks other than the Sponsor's company name and mark;
- Must not contain photos or artwork not created by Participant;
- Must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous;.
- Must not contain names or identifying information of any person other than you;
- Must not contain nudity, lewd, vulgar, indecent or obscene images (as determined in Sponsor's sole discretion);
- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;

- Must not contain material that is copyrighted, trademarked, protected by trade secret or otherwise subject to a third party's proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material;
- Must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group);
- Must not contain third-party trademarks, names or logos;
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Contest Entry is created.

As a condition of entering this Contest, you warrant and represent to the Contest Released Parties the following: THAT YOU OWN ALL RIGHTS TO THE CONTEST VIDEO, PHOTO OR ESSAY ENTRY; THAT YOU ARE THE INDIVIDUAL IN THE CONTEST ENTRIES; AND THAT THE CONTEST ENTRY: (a) IS YOUR ORIGINAL WORK AND HAS BEEN LEGALLY OBTAINED AND CREATED; (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS, OR REGULATIONS; (c) HAS NOT BEEN ENTERED IN OR WON PREVIOUS CONTESTS OR AWARDS; AND (d) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM (OTHER THAN ON A WEBSITE WHERE YOU RETAIN ALL RIGHTS TO USE, MODIFY AND REMOVE THE CONTEST ENTRY).

#### **VIII. TERMS OF SUBMISSIONS:**

By submitting an Entry into this Contest, (i) you agree to the Sponsor's Terms & Conditions at [http:// clarisonic.com/us/utility/](http://clarisonic.com/us/utility/) and the Privacy and Security Statement at <http://www.clarisonic.com/us/utility/legal-notice.php>; (ii) you irrevocably grant(s) to the Sponsor the unconditional and perpetual right to copyright (as appropriate), encode, store, copy, transmit, publish, post, display, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), your name and Contest Entry (as submitted or as modified in any way in Sponsor's sole discretion) in any media throughout the world, including but not limited to Clarisonic YouTube Page (at [www.youtube.com/clarisonicskin](http://www.youtube.com/clarisonicskin)) and on Clarisonic's website (at [www.clarisonic.com](http://www.clarisonic.com)), for any purpose, and without additional review, compensation, or approval from you or any other party; (iii) forever waive(s) any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude the Sponsor's use of your Contest Entry, or require your permission for Sponsor to use your Contest Entry for any purpose, and agree to never sue or assert any claim against Sponsor for its use of your Contest Entry; (iv) acknowledge(s) and agree(s) that, if your Contest Entry is chosen as a Finalist (as defined in Rule IX below), you will execute an Affidavit of Eligibility and Liability/Publicity Release, in which you will irrevocably assign and transfer to the Sponsor any and all rights, title and interest in the Contest Entry, including, without limitation, all copyrights, and waive all moral rights in your Contest Entry; (v) release(s) and agree(s) to indemnify and hold the Contest Releases harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), due to or arising out of your participation in this Contest, or your conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.

BY SUBMITTING AN ENTRY, CONTESTANTS ACKNOWLEDGES THAT AN ENTRY MAY BE POSTED ON THE CONTEST WEBSITE LOCATED AT [WWW.CLARISONIC.COM](http://WWW.CLARISONIC.COM) OR OTHER WEBSITE(S) AUTHORIZED BY SPONSOR FOR THE CONTEST (COLLECTIVELY "THE WEBSITE"), AT SPONSOR'S DISCRETION AND WILL BE VIEWED BY OTHER WEBSITE USERS; (xv) By submitting an entry, you are authorizing Sponsor to send you e-mails about its products and services. You may opt out of receiving future e-mails from Sponsor by clicking on the link

contained in the initial e-mail. You will remain eligible for this Contest whether or not you opt out of receiving promotional e-mails from Sponsor; (xvi) This Contest may be cancelled in the event qualified Entries are not received to meet the minimum standards established by the Sponsor and/or Judges. All submission materials will be returned or destroyed upon request. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Contestants.

Selected Entries may be featured from time to time on the Sponsor's Website or in advertising during the Contest Period, in Sponsor's sole discretion; being selected as a featured Entry is unrelated to the Judging Criteria and does not guarantee selection of a Grand Prize Winner in the Contest.

**IX. JUDGING CRITERIA AND VOTING TO DETERMINE GRAND PRIZE WINNERS:**

The Contest Judging Period begins on December 7, 2009 at 12:01 AM ET time and ends December 11, 2009 at 12:00 PM ET time. All eligible Entries submitted and received during the Contest Entry Period will be evaluated by a panel of Judges (the "Judges"), under the supervision of an independent judging organization, based on the following criteria: Creativity and Originality (30%); Composition and Presentation Style (30%); and Communication Skills (including product insights and comments) (40%). The Sponsor will select a total of One Hundred (100) Finalists ("Grand Prize Winners") from the pool of Participants. All decisions by the judges will be final and binding.

**X. NOTIFICATION OF WINNERS:** The potential One Hundred (100) Grand Prize Winners will be notified by mail, telephone, and/or email on or about December 16, 2009, to be featured on the Contest Web Site. If any notification sent to a potential Winner by any means is returned as undeliverable or a potential Winner fails to properly execute and return any requested documents described herein in the time noted, or if a potential not in compliance with these Official Rules, YouTube and Flickr's terms and conditions the finalist will be disqualified, even if the disqualified potential winner's name may have been shown/announced online and the next highest scoring entry will move up and notified time permitting and at the sole discretion of the Sponsor. Except where prohibited by law Sponsor may announce the name, home city and state of winners online. Contest Released Parties shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with any person's participation in the Contest or any prize awarded herein.

**XI. PRIZES:**

One Hundred (100) Grand Prize Winners will receive a unit of the new Opal (Clarisonic's new hand-held sonic infusion tool, with anti-aging serum.)  
Total Approximate Retail Value ("ARV") of the Grand Prize is valued at \$250. Total Prize Pool "ARV" is \$25,000.00

**XII. GRAND PRIZE ACCEPTANCE CONDITIONS:** A Grand Prize Winner ("Winner") is any Contestant who satisfies all entrant requirements, which are based on final judging and agrees to the following: (i) Potential Grand Prize winner shall supply upon request by Sponsor, personal information for purposes of Sponsor of governmental reporting and/or verifying Winner's identification; (ii) The Contest prizes offered by Sponsor are nontransferable and non-refundable and must be accepted as awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prize is not redeemable for cash value, except as determined by Sponsor in its sole discretion. Sponsor reserves the right to award a prize of equal or greater value in the event that any of the published prizes become unavailable. Any difference between the stated

value of a prize and the actual value of prize will not be awarded. (iii) All federal, state and local laws and regulations apply. Prize recipient is responsible for all applicable federal, state, and local taxes on a prize; if applicable; (iv) Upon forfeiture for any reason stated in these Official Rules, no compensation will be given except at the sole discretion of Sponsor. All additional expenses and costs not expressly listed in Sponsor's Prize Contract are the winner's responsibility. Unclaimed or undeliverable prizes will not be awarded after Six (6) months of Notification Date; (v) The Winner's Entry and acceptance of the prizes offered constitutes permission for the Sponsor to use all materials created subsequent to entry, including any photo-shoot photographs, recordings, video tape footage, promotional activity, publicity and other materials documenting Winner events, including the image and/or voice of Winner, and all rights title and interest thereto, including copyrights and derivative works, and concepts or ideas depicted therein, become the sole property of Sponsor and may be used, at the sole discretion of Sponsor (without obligation) together with any Winner's name, image, photograph, likeness, voice or hometown name, by Sponsor for any purpose and in any media whatsoever, without limitation, including print, collateral materials, product packaging, audio recordings/film/TV/video, outdoor advertising and the Internet, without compensation or review.

**XIII. PRIVACY:** Registration is required to enter the Contest. When you register, we collect personally identifying information about you, including your name, mailing address, and email address. The information that you provide will be added to a centralized Sponsor database so that you will simultaneously be registered for Sponsor's other websites as well. By entering and providing the required registration information, you acknowledge that Sponsor may send you information, samples, or special offers it believes may be of interest to you about its products or other complementary goods offered by Sponsor. Any personal information of Participants will only be used and, where necessary, disclosed to third parties, for the purposes of running the Contest, product information and otherwise in accordance with the Sponsor's [privacy policy](#).

**XIV. LIMITATIONS OF LIABILITY:** If for any reason, this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to a Contest's system, which is occasioned by participating in this Contest or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of the entries in the Contest. If any provisions of the Official Contest Rules are determined by a court of competent

jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute regarding the identity of an individual who actually submitted an On-Line entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, On-Line service provider or other Organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**XV. RELEASE:** By entering, each Contestant agrees to release and hold harmless Sponsor and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective 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 in whole or in part, directly or indirectly, out of participation in the Contest or any Contest related activity; receipt or use or misuse of any prize; Released Parties' use of the rights granted herein; or for any printing, production, typographical, human, or other error in the printing, offering or announcement of any prize.

**XVI. DISPUTE RESOLUTION:** Except where prohibited, as a condition of participating in this Contest, Participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of, or connected with this Contest, or any prizes awarded, or the determination of Winners shall be resolved individually (without resort to any form of class action and with the understanding and agreement that these Official Contest Rules shall apply), and shall be submitted to arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g., costs associated with entering this Contest), and Participant further waives all rights to have damages multiplied or increased. The arbitration shall be conducted in the State of Washington, in the City of Bellevue, County of King, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. In the event that arbitration is prohibited, in a particular state/territory then any such claim shall be brought and maintained in the federal or state courts of the State of Washington, in the City of City of Bellevue, County of King. Any dispute or claim arising out of the entry of this Contest, or any disputes with site users which arise as a result of the use of this website, shall be governed by the laws of the State of Washington, without respect to conflicts of laws principles.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST

PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**XVII. WINNERS LIST/OFFICIAL CONTEST RULES REQUEST:** For the names and city/state of residence of prize Winners or a copy of these Official Contest Rules, send a request specifying a copy of the Winners List or Official Contest Rules along with a self-addressed, stamped envelope postmarked by 1/18/10 and received by 1/22/10. Mail to: Compliance/ "Clarisonic Super Fan Contest" Contest Winners List, 106 Elm St, Stonington, CT 06378. Vermont and Washington residents may omit return postage.

**XVIII. SPONSOR:** Pacific BioScience Laboratories, Inc. D.B.A. Clarisonic, 13222 SE 30th St. Ste A1, Bellevue, WA 98005. YouTube, Inc., or Yahoo! Inc. (owner of Flickr), are not a sponsor of this Contest and do not endorse or otherwise have anything to do with this Contest.

**XIX. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the Web Site, these Official Rules control.