

## L'ATTITUDE 2020 Sweepstakes

### OFFICIAL RULES

MUST BE 18 YEARS OF AGE OR OLDER AND INVITED TO TAKE SPONSOR'S SURVEY TO PARTICIPATE. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

**Entry Period:** The L'ATTITUDE 2020 Sweepstakes ("Sweepstakes") begins on September 1, 2020 at 12:00 am Pacific Time ("PT") and ends at September 27, 2020 at 11:59 pm Pacific Time ("Sweepstakes Period"). Sweepstakes is sponsored by L'ATTITUDE, LLC.

**Administrator:** Momares, LLC at Sweeppea.com, 921 Pizarro St., Coral Gables, FL 33134 (the "Administrator")

**Eligibility:** The Sweepstakes is open only to natural persons who are legal residents of one of the 48 contiguous United States, including the District of Columbia, and Alaska who are 18 years of age or older or have reached the age of majority in their state of residence as of the Sweepstakes start date, and who have been invited by Sponsor to complete the L'ATTITUDE 2020 Survey ("Survey"), and who have a valid U.S. driver's license at the time of entry ("Entrant"). This Promotion is not open to the general public. Open only to targeted business professionals who receive Sponsor's survey. Entrants cannot be vendors or media representatives of the L'ATTITUDE 2020 online event or employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, prize providers, affiliated companies, subsidiaries, retailers, distributors, advertising and promotion agencies, Administrator, and their affiliates and each of their respective employees, shareholders, officers, directors, agents, members, successors and assigns, and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also not eligible to participate. All federal, state and local laws and regulations apply. The Sweepstakes is void where prohibited.

**How to Enter:** During the Sweepstakes Period, eligible Entrants may enter by:

1. Completing the L'ATTITUDE Survey found at <https://www.surveymonkey.com/r/RTC9F6H> and agreeing to the Sweepstakes Official Rules during the Sweepstakes Period. All information provided on the entry form must be manually key-stroked/entered by the Entrant. Upon the successful submission of the completed and valid L'ATTITUDE 2020 survey, the Entrant will receive one (1) entry into the Sweepstakes.
2. Online: by completing and submitting the entry form at <https://go.sweeppea.com/LATTITUDE2-a9e7fc388f866bfe04862db4c9421c03> and agreeing to the Sweepstakes Official Rules during the Sweepstakes Period. All information provided on the entry form must be manually key-stroked/entered by the Entrant. Upon the successful submission of the entry form, the Entrant will receive one (1) entry into the Sweepstakes.

Limit one (1) entry per person per regardless of method of entry. All entries must be received no later than 11:59 pm PT on the last day of the Sweepstakes Period to be eligible to win the prizes offered. Each Entrant

is limited to a total of one (1) entry during the Sweepstakes Period, regardless of the number of email address they may have. Administrator's computer is the official time keeping device for this Sweepstakes. Proof of completion of the Survey does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, mobile devices, identities or any other methods may void that entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

Drawing and Notification: Three (3) winners, will be selected in a random drawing on or around September 29, 2020 from among all eligible entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules. The potential winner(s) will be notified on or around October 1, 2020 using the information provided in their entry. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply will notification instructions within one (1) day from the first notification attempt, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

All drawings will be conducted by the Sponsor, or their authorized agent, whose decision is final and binding in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Sponsor is not responsible for suspended or discontinued internet, land line, or wireless service which may result in potential winner not receiving initial prize notification or communication from the Sponsor.

Prizes: There will be three (3) prizes (each a "Prize") awarded in this Sweepstakes.

Grand Prize: There will be one (1) Grand prize awarded in this Sweepstakes consisting of a twenty-four (24) month lease on a 2021 Lexus IS automobile. Prize availability in the continental U.S., including the District of Columbia, and Alaska. The specific color and optional features of the Grand Prize will be selected by the Sponsor in the Sponsor's sole and absolute discretion. The Approximate Retail Value (ARV) of the lease term not to exceed \$25,000.00. Potential Grand Prize Winner must have and provide a valid U.S. Driver's License suitable for the Prize and provide proof of vehicle insurance (Comprehensive or Liability) at time of delivery, if required by law and requested by Sponsor or Administrator, or their authorized agent. Potential Grand Prize Winner will be solely responsible for any applicable registration, license, title and insurance fees, all taxes (federal, state, local and/or income) and any expenses not listed herein related to the acceptance and use of the Prize. Neither Sponsor nor Administrator make, nor are Sponsor or Administrator in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, fitness for purpose, or mechanical condition. Potential Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between actual lease value and the stated ARV of the Grand Prize will not be awarded.

Restrictions on Prize: Lease is on a new, not used vehicle and is subject to terms and conditions of vehicle lease agreement of Lexus Financial Services, a division of Toyota Motor Credit Corporation (TMCC), as lessor, which will be provided to winner at time of prize award. The terms of the lease agreement are made a part of these Official Rules and incorporated herein by reference; should there be an inconsistency between the terms of the lease agreement and these Official Rules, these Official Rules shall prevail, govern and control. At end of lease term, winner must exercise one of the following options: (1) buy the vehicle awarded as the prize from Lexus Financial Services or lease the prize vehicle from Lexus Financial Services for an additional term with payment of all costs by a vehicle lessee in the normal course of business; (2) return the vehicle awarded as the prize and buy or lease another vehicle from Lexus Financial Services in the normal course of business; (3) return the vehicle awarded as the prize and NOT buy/lease another vehicle from Lexus Financial Services. Vehicle has an allotment of 10,500 miles/year (21,000 for the full lease term). If mileage allotment is exceeded during lease term or if vehicle is determined to have suffered excessive wear and tear, additional costs associated therewith will be winner's responsibility at the end of lease term. Winner is also responsible for vehicle registration, license, tax and insurance fees and for all costs associated with any available upgrade/option not provided with the prize vehicle and any other expenses related to the acceptance and use of the prize not specified herein. Winner must take delivery of vehicle within 30 days of notice of availability from Sponsor-selected dealer near winner's residence or the Grand Prize may be forfeited. Winner must have a valid U.S. driver's license and proof of insurance to take delivery of vehicle. In

accepting the prize, winner expressly understands and agrees that operating a motor vehicle is an inherently dangerous activity that may expose the driver, passenger(s) and other persons to injury, dismemberment or even death. Vehicle awarded may differ from any vehicle shown in Promotional materials. Winner will be responsible for all applicable taxes (not limited to federal, state, local and/or income) on Grand Prize and will be required to provide its Social Security Number for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the value of prize awarded and accepted. Prize may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. In the event that the winner is disqualified for any reason, the prize will be forfeited and may be awarded to an alternate at the Sponsor's sole discretion.

**Second Place Prize:** There will be one (1) Second Place prize awarded in this Sweepstakes consisting of a dinner for one (1) and one (1) guest in a Miami, FL restaurant (Sponsor at its sole discretion will determine restaurant venue and the date) with Emilio and Gloria Estefan, including First Class Roundtrip Airfare for two (2) to Miami, FL. GROUND TRANSPORTATION AND LODGING ARE NOT INCLUDED. Airfare awarded only if the winner resides 150 miles or more from the selected restaurant. If winner resides less than 150 miles from the selected restaurant, Sponsor will provide roundtrip ground transportation from the winner's residence to the selected restaurant. Airfare provided from closest major airport to the winner's residence. Any difference between the stated ARV of the prizes and actual cost will not be awarded. The Approximate Retail Value (ARV) of the prize is \$7,500.00.

**Third Place Prize:** There will be one (1) Third Place prize awarded in this Sweepstakes consisting of a L'ATTITUDE brand merchandise package with one (1) sweatshirt, one (1) hat, one (1) T-shirt, and one (1) Long- Sleeve T-Shirt. The Approximate Retail Value (ARV) of the prize is \$186.00.

Limit one (1) Prize per person, mobile number, address, and/or household. Odds of winning a Prize depend upon the number of eligible entries received during the Sweepstakes Period. If a Prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate Prize of equal or greater value. In no event will more than the prizes listed be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Total Approximate Retail Value (ARV) of all Prizes combined: \$32,686.00

**Prize Conditions:** By accepting any Prize, the Winner agrees to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Sweepstakes or for damages or loss of any kind caused by any Prize or resulting from acceptance, possession, or use/misuse of Prize awarded. No substitution or transfer of Prize or election of cash in lieu of Prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any Prize with another prize of equal or greater value in the event that the Prize (or any component thereof) is not available.

**Grand Prize and Second Place Prize Winner(s) will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within three (3) days of written notification, or prize may be forfeited, and an alternate winner selected.**

**Prize Winners will also be required to disclose their social security number for the purpose of issuance of a Form 1099-Misc for tax purposes.** Each winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. By accepting a Prize, the winner grants permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website(s)) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list. Limit one Prize per individual, household, street address, mobile number and/or email during any one (1) year period across all Sponsor's promotions.

**General Releases:** By accepting a Prize, where permitted by law, the Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use

worldwide IN ALL MEDIA without limitation, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, ADMINISTRATOR, THEIR RESPECTIVE PARENTS, RETAILERS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrant releases and agrees to hold harmless the Sponsor, Administrator, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize providers, and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**General Conditions:** This Sweepstakes is subject to all applicable federal, state, and local laws. All entrants, as a condition of entry into the Sweepstakes, agree to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the Prize, or for any typographical or other error in the printing, offering or announcement of the Prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor, itself or through the Administrator, reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

**Limitations of Liability:** If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) the date of cancellation, termination, modification or suspension, or in any manner that is fair and equitable. 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. Neither Sponsor nor Administrator is responsible for any problems or technical malfunction of any wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail 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, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 as to the identity of the Winner(s), the authorized account holder of the mobile phone and/or e-mail address submitted at time of entry will be the used to identify the winner. Authorized account holder is defined as the natural person who is assigned to a mobile phone account and/or e-mail address by a wireless telephone carrier and/or Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Dispute Resolution: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) 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.

Entrant, Sponsor, and the Released Parties (each, a "Party" and collectively the "Parties") each agree to fully and finally settle all disputes pertaining to the Sweepstakes, administration of the Sweepstakes, and/or these Official Rules only through binding arbitration; provided, however, Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in San Diego, California and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in San Diego, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in San Diego, California. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing).

Use of Data: All information submitted by Entrant will be treated according to Sponsor's privacy policy, available at <https://lattitude.net/privacy-policy>. By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number Entrant hereby agrees to the Sponsor's collection and usage of their personal information and acknowledge that they have read and accept Sponsor's Privacy Policy.

Winners List: For a Winner(s) List, visit <https://app2.sweeppea.com/LATTITUDE-winners> no earlier than 30 days after the Sweepstakes has ended.

Sponsor: L'ATTITUDE, LLC at 11622 El Camino Real, Suite 100, San Diego, California 92130

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## Abbreviated Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**  
Open only to legal residents of the 48 contiguous United States, including D.C., and Alaska who are 18 years of age or older or have reached the age of majority in his or her state of residence, have a valid U.S. driver's license, and have been invited to take Sponsor's survey, at the time of entry. Sweepstakes ends 9/27/2020 at 11:59 pm PT. For entry and official rules with complete eligibility, prize descriptions, odds disclosure and other details, visit [www.lattitude.net/sweepstakes](http://www.lattitude.net/sweepstakes) Sponsored by L'ATTITUDE, LLC. Void where prohibited.