

## **La Jolla Cosmetic's 10 Year GLAMiversary Sweepstakes Terms and Conditions**

### **Description**

La Jolla Cosmetic Surgery Centre & Medical Spa's GLAMiversary Sweepstakes celebrates our 10 year anniversary of our medical spa. We ask fans to enjoy either location of our medical spa (La Jolla or Carlsbad) by getting a treatment or procedure or by having a free consultation with one of our medspa providers.

This sweepstakes begins August 1, 2023, and ends at 11:59 pm (PDT) August 31, 2023.

### **Prizes Awarded by Random Drawing**

- One \$2,500 gift card to La Jolla Cosmetic Medical Spa in Carlsbad, CA, and a 1-year membership in our GLAMfam VIP Loyalty Club (a \$120 value)
- One \$2,500 gift card to La Jolla Cosmetic Medical Spa in La Jolla, CA, and a 1-year membership in our GLAMfam VIP Loyalty Club (a \$120 value)

No substitutions are permitted, and the prizes are not valid for cash. Winners shall be responsible and liable for all federal, state, and local taxes on the value of their prize. Winners are responsible for any and all travel-related expenses. All gift cards will be valid through 12/31/23.

The two (2) \$2,500 gift card winners will be announced on social media and email newsletter on Thursday, September 7, 2023.

### **Terms and Conditions for the La Jolla Cosmetic GLAMiversary Sweepstakes**

This sweepstakes is void where prohibited by applicable law. The sweepstakes is open only to U.S. residents and entrants who are 18 years and older. Winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release as a condition to the delivery of the applicable prize.

### **How to Enter**

No purchase is necessary to enter or win. Winners will be selected at random out of all completed and verified submissions. You may enter once by having a medspa treatment or having a complimentary consultation.

**Medspa Treatment Entry:** Book and complete a treatment or service in either medspa location (La Jolla or Carlsbad) between August 1, 2023 and August 31, 2023. All patients will be automatically entered via computer upon checkout.

**Medspa Complimentary Consultation Entry:** Book and complete a medspa consultation with one of our providers in either medspa location (La Jolla or Carlsbad) between August 1, 2023 and August 31, 2023. All patients will be automatically entered via computer upon checkout.

**By participating, all entrants agree to abide by these Official Rules.**

### **Selection**

Winners will be drawn at random from all eligible entries from each location (La Jolla and Carlsbad). Winners must claim their prize within seven (14) business days after the date of notification of such prize. A sweepstakes winner's failure to respond to the prize notification within the specified seven (14) business days will be considered such Sweepstakes winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. The number of eligible entries received determines the odds of winning. In the event of a dispute regarding the identity of the person submitting the entry, the entry will be deemed to be

submitted by the person in whose name the e-mail account is registered. The decisions of the Sponsor are final and binding in all matters relating to this promotion.

All prizes offered are being provided "as is" with no warranty or guarantee by Sponsor, either express or implied. No transfer, substitution, upgrade, credit, refund, or cash equivalent for prizes is allowed except at Sponsor's sole discretion. Sponsor reserves the right, in Sponsor's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason.

All federal, state or other tax liabilities (including income taxes) arising from this sweepstakes will be the sole responsibility of each winner.

To the extent permitted by law, Entrants, agree to hold Sponsor, and each of its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Sweepstakes and/or use or acceptance of any prize won.

Except where prohibited by law, the winner's entry and acceptance of the prize constitutes winner's permission for the Sweepstakes Entities and those acting under their authority to use said winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state only) on a worldwide basis, and in all forms of media, in perpetuity, for advertising or promotional purposes without review or further compensation.

Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prize. An Entrant may be prohibited from participating in this Sweepstakes if, in the Sponsor's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of this Sweepstakes by cheating, deception, or other unfair playing practices or annoys, abuses, threatens, or harasses any other Entrants, the Sponsor or associated agencies.

#### **No Recourse to Judicial or Other Procedures**

To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Sweepstakes are hereby excluded, and any Entrant expressly waives any and all such rights. Entrants agree that these official rules are governed by the laws of the state of California.

#### **Warranty and Indemnity**

To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Sponsor at all times from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs, and expenses for or in respect of which the Sponsor may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these official rules, including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

#### **Elimination**

Any false information provided within the context of the Sweepstakes by any Entrant concerning identity, ownership of the content of the Submission, postal address, telephone number, ownership of right, or non-compliance with these Rules or the like may result in the

immediate elimination of the Entrant from the Sweepstakes. Sponsor further reserves the right to disqualify any Submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these official rules.

**Severability**

If any provision(s) of these official rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**Sponsor**

The Sponsor of this sweepstakes is La Jolla Cosmetic Medical Spa, located at 7730 El Camino Real Suites B & C, Carlsbad, CA 92008 and 9850 Genesee Ave., Suite 380, La Jolla, CA 92037

Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process.

**Caution:** Any attempt by an Entrant 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; Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the law.