

# “Lazare’s Back to School” Giveaway

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH FACEBOOK.**

**1. Timing:** “Lazare’s Back to School” Giveaway (the “Giveaway”) begins on September 8, 2017, at 12:00 a.m. Eastern Time (“ET”) and ends on September 28, 2017 at 11:59 p.m. ET (the “Giveaway Period”). The Giveaway Period will consist of two (2) parts: (a) Beginning on September 8, 2017, at 12:00 a.m. ET and ending on September 17, 2017, at 11:59 p.m. ET (the “Entry Period”) and (b) beginning on September 19, 2017, at 12:00 a.m. ET and ending on September 28, 2017, at 11:59 p.m. ET (the “Voting Period”). Sponsor's computer is the official time-keeping device for the Contest. Sponsor’s computer is the official time-keeping device for the Giveaway.

**2. Eligibility:** The Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia, excluding Rhode Island, who are at least eighteen (18) years old at the time of entry. Employees of Lazare Kaplan International Inc., its retailers, and its promotional partners, and any of their affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Giveaway is subject to all applicable federal, state and local laws and regulations. Participation in the Giveaway constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. How to Enter:** No purchase necessary. During the Entry Period, “Like” Lazare Diamond’s Facebook page and upload your favorite “send off” picture of your kids going back to school or your favorite school activity in the comments of the Lazare Giveaway post with two (2) hashtags: #BacktoschoolSweeps and your city and state (e.g., #Dallas, Texas) (together, “Required Hashtags”). Upon posting, including the Required Hashtags, you will receive one (1) entry into the Giveaway. By submitting your entry, (“Submission”), you agree that it conforms to the Submission Requirements as set forth below. Any Submission not in compliance with these Submission Requirements shall be void.

### Submission Requirements:

- The Submission must include the Required Hashtags;
- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain brand names or trademarks (other than incidental use) other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Giveaway;

- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction;
- The Submission must not contain the image of any minor without the explicit permission of his/her legal guardian; and
- The Submission cannot have been submitted previously in a promotion of any kind.

**Limit:** You may only enter one (1) time during the Entry Period. Use of any automated system to participate is prohibited and will result in disqualification of entrant and voiding of all of entrant's entries. In the event of a dispute as to any email address, the authorized account holder of the email address used to register such email address will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

**4. Voting.** Once entries are submitted during the Entry Period and approved by Sponsor, on or about September 18, 2017, Sponsor will randomly select three (3) valid entries from the Entry Period. Sponsor will post the three (3) randomly-selected photos on Sponsor's Facebook page, where they will be available for public viewing and voting by individuals' commenting on the Giveaway thread with the choice of photos 1, 2, or 3. **Limit:** One (1) vote per person during the Voting Period. Any computerized or mechanical voting mechanism designed to give an unfair advantage will disqualify an entrant. Use of any automated system to vote is prohibited and will result in disqualification of participant's entry, regardless of the origin of the improper voting. In the event that one of the three (3) photos selected for inclusion in the Voting Period is disqualified or invalid for any reason, Sponsor will randomly select another photo for inclusion in the Voting Period from among all eligible Submissions received during the Entry Period.

**5. Winner Selection, Notification and Delivery of Prize:** Sponsor will announce the one (1) potential Grand Prize winner and one (1) potential First Prize winner by selecting the finalists having received the highest number of votes during the Voting Period. In the event of tie, Sponsor will randomly draw the potential Grand Prize and potential First Prize winner from among the tied finalists. Each potential winner will be notified by private message and once confirmed will be announced on Lazare Diamond's Facebook page. Unless prohibited by law, each potential winner may be required to execute the Affidavit of Eligibility, Liability & Publicity Release provided to him/her within the timeframe specified therein. Sponsor shall not be liable for: (A) entries, and responses to potential winner notifications which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received by the intended recipient in whole or in part; or (B) for computer or technical error of any kind. If a winner has not reached the age of majority in his/her state/province of residence, then the prize will be awarded in the name of his/her parent or legal guardian. If the potential winner cannot be contacted within three (3) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or prize is returned as undeliverable, potential winner forfeits prize, and an alternate entrant will be selected in his/her

place by selecting the potential winner with the second highest number of votes. THE PRIZE MUST BE PICKED UP BY THE WINNER(S) AT THEIR CLOSEST LAZARE RETAILER. For the closest retailer, please visit <http://lazarediamonds.com/RetailerFinder>.

**6. Prize:** ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive one (1) Lazare Diamond piece of jewelry selected by Sponsor in its sole discretion. Approximate retail value (“ARV”) of Grand Prize: \$1,200. ONE (1) FIRST PRIZE: One (1) First Prize winner will receive a \$200 gift card redeemable towards a Lazare Diamond piece of jewelry. ARV of First Prize: \$200. Total ARV of All Prizes: \$1,400. Sponsor will not replace any lost, mutilated or stolen vouchers or gift cards. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner must provide Sponsor with valid identification and social security number, if requested. *Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the Internal Revenue Service (IRS).* All prizes are provided “as-is” and without warranty, express or implied, of any kind. Odds of being selected as a finalist and continuing on to the Voting Period depend on the number of eligible entries received during the Entry Period.

**7. Publicity:** By entering the Giveaway and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). Except where prohibited by law, all submissions, including submission file and content, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Except where prohibited by law, each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Giveaway, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

**8. General Conditions:** Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Giveaway, and select the winner(s) from the entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Giveaway or to be acting in violation of these Official Rules or any other giveaway, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other entrant’s submission or undermine the legitimate operation of the Giveaway is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. Release and Limitation of Liability:** BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, FACEBOOK, INC., AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE GIVEAWAY OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE GIVEAWAY, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Giveaway; (2) unauthorized human intervention in any part of the entry process or the Giveaway; (3) technical or human error which may occur in the administration of the Giveaway or the processing of Giveaway submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize or while traveling to or from any prize-related activity. Winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Giveaway including but not limited to quality, condition or fitness for a particular purpose. If for any reason an entrant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, entrant's sole remedy is another submission and thereby another entry into the Giveaway. No more than the stated number of prizes will be awarded.

**10. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of New York, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (iii) 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York, U.S.A.

**11. Sponsor:** Lazare Kaplan International Inc. 19 W. 44th Street 16th Floor, New York, NY 10036.

**12. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy, available at: <https://www.lazarediamonds.com>

**13. Winner's List:** For the name of the person receiving prize in the Giveaway, available after October 13, 2017, send a self-addressed, stamped envelope to "Back to School Giveaway", 19 W. 44th Street 16th Floor, New York, NY 10036.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook. All information provided by entrants is being provided to Sponsor and not to Facebook.

## **“Lazare’s Back to School” Giveaway**

### **ABBREVIATED RULES**

#### **Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Enter Promotion by: 9/17/17. To enter and for Official Rules, visit <http://lazediamonds.com>

#### **Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of the 50 United States (including D.C., excluding R.I.) , 18 years or older. Enter Promotion by: 9/17/17. To enter and for Official Rules, including prize descriptions and odds disclosure, visit <http://lazediamonds.com>. Sponsor: Lazare Kaplan International Inc. 19 W. 44th Street 16th Floor, New York, NY 10036. Void where prohibited.