

Official Rules for the California Psychics Holiday Survival Toolkit Sweepstakes

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- Eligibility:** The California Psychics Holiday Survival Toolkit Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States and Canada (excluding Quebec) who are at least eighteen (18) years of age. Employees of Outlook Amusements, Inc. (“Sponsor”), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter.
- Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to and acceptance of these Official Rules and Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- Entry Period:** The Sweepstakes begins at 12:00 a.m. PT on Friday, December 6, 2019, and ends at 11:59 p.m. PT on Friday, December 13, 2019 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
- How to Enter:** During the Entry Period, the Sponsor will post Sweepstakes announcements on Facebook and Instagram. To enter the Sweepstakes, tag a friend in one of the posts, share the post, and follow California Psychics on the respective social media platform, Facebook (@CaliforniaPsychics) or Instagram (@californiapsychics). You may enter on both platforms. There is a limit of one (1) entry per person per platform. Additional entries will not be acknowledged. Any attempt by any entrant to obtain more than one (1) entry per platform may void all of that entrant’s entries, and that entrant may be disqualified.
- Content Requirements:** Your entry must not (a) violate any third-party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be obscene or indecent, as determined by Sponsor in its sole discretion; (e) depict any individual; (f) contain any third-party trademarks or logos; or (g) have been entered in any other sweepstakes or contest or published or distributed in any other media. Sponsor reserves the right to disqualify any entry for any reason.
- Entrant’s Warranties and Representations:** By submitting an entry, you warrant and represent that (a) the entry is an original work created solely by you for entry in the Sweepstakes; (b) you own all rights to the entry; and (c) the entry complies with all requirements of these Official Rules.
- Sponsor’s Rights to Entries:** By participating, you (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your entry as-is or as-edited (with or without using your name) in any media throughout

the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your entry, or require any further permission for Sponsor to use the entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the entry, or any derivative works, infringes any of your rights as creator of the entry, including, without limitation, copyrights, trademark rights, and moral rights.

8. **Drawing:** After the Entry Period, Sponsor will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received.
9. **Notification and Requirements of Potential Winner:** Sponsor will attempt to notify the potential winner on or about December 19, 2019, by responding to the potential winner's comment on the applicable social media platform. A potential winner who is a resident of Canada must correctly answer a mathematical skill-testing question in order to be declared a winner. A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner is a minor in his/her jurisdiction of residence, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to (a) respond to the notification as directed within forty-eight (48) hours; (b) correctly answer the skill-testing question, as applicable; or (c) sign and return any required documents within the stated time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
10. **Prize:** One (1) winner will receive a gift box that includes some of the items featured in our Mindful Holistic Guide to the Holidays. Items may include crystals, sage, incense, and/or other holistic tools. The approximate retail value of the prize is \$50. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified, including the quantity and characteristics of the gift box items, above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute the prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor in its sole discretion.
11. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be 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. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the social media account used to enter will be deemed to be the participant. The Sweepstakes is subject to federal, state, local, and provincial laws and regulations and is void where prohibited.

12. **Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, Facebook, Instagram, Twitter, their parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys’ fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
13. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor’s [Privacy Promise](#). Except where prohibited, participation in the Sweepstakes constitutes an entrant’s consent to Sponsor’s use of his/her name, likeness, voice, opinions, biographical information, entry, and state of residence for promotional purposes in any media without further payment or consideration.
14. **Disputes:** Except where prohibited, you agree that 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 California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.
15. **Sponsor:** The Sweepstakes is sponsored by Outlook Amusements, Inc., 2900 W Alameda Ave, suite 400, Burbank, CA 91505. The Sweepstakes is not sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, or Twitter.