

**#LifesAdventureKit
Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

These Official Rules govern the Nite Ize, Inc. (“Nite Ize”) #LifesAdventureKit Sweepstakes Contest (“Contest”).

1. ELIGIBILITY FOR ENTRY: To enter, you (“You” or the “Entrant”) must be a resident of the fifty (50) United States, the District of Columbia or Canada. Entrant must also be eighteen (18) years of age or older at the time of entry. Employees, ambassadors and influencers of Nite Ize, and any of their respective parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of the foregoing are not eligible. All federal, state, provincial, and local laws and regulations apply. Void where prohibited or otherwise restricted by law.

2. AGREEMENT TO OFFICIAL RULES: By submitting an entry, Entrant confirms its understanding and acceptance of these Official Rules. Also, by entering the Contest, Entrant confirms the understanding and acceptance of, and expressly agree to be bound by, the terms and conditions of the Rules, and agrees to the publication, reproduction and/or use of his/her name, voice, statements about the Promotion, and/or photograph or other likeness without further compensation, in any publicity or advertisement carried out by Nite Ize in any manner whatsoever, including but not limited to print, broadcast or the internet. Nite Ize is not responsible for lost, late, illegible, incomplete, stolen, or misdirected entries. In the event of a dispute, an entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. An "authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

3. HOW TO ENTER: To enter, You will need to have a Facebook, Instagram or Twitter account (each a “Social Account”). Creating each Social Account is free, but is subject to the account provider’s applicable terms and conditions. Your account settings on the Social Account must be set to “unprotected” and/or “public” in order for Your entries to be viewable by Nite Ize.

During the contest period, You must take the following actions to submit a valid entry:

1. Take a photo of how you are using your Nite Ize product (a Nite Ize product must be visible in the photo).
2. Post your photo on Facebook, Instagram or Twitter. Your Tweet or post must also include the hashtag #LifesAdventureKit.

Your Tweet or post will be referred to as Your “Submission.” By posting your Submission, You agree that it conforms to the guidelines, permissions and content restrictions, and that Nite Ize may disqualify You if it believes that Your Submission fails to conform.

Permissions. Entrant must have permission from any recognizable individuals (or their parent or legal guardian, in the case of minors) who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth in Section 4. If requested, Entrant must be able to provide such permissions or proof in a form acceptable to Nite Ize.

Restrictions.

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not prominently feature brand names or trademarks other than those owned by Nite Ize, which Entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Nite Ize or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Multiple Entries. Multiple entries are permitted with respect to the Contest; however, each Submission must be unique. Submissions generated by script, macro, or other automated means are void.

4. SPONSOR’S USE OF SUBMISSIONS: By posting a Submission, You represent and warrant that the Submission complies with these Official Rules and You grant Nite Ize a royalty-free, irrevocable, perpetual, non-exclusive right and license to use, reproduce, modify, publish, create derivative works from, and display such Submission, in whole or in part, on a worldwide basis, and to incorporate the Submission into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will be asked to sign documentation for Nite Ize to make use of the non-exclusive rights Entrant is granting to use the Submission.

5. DURATION OF THE CONTEST: The Contest will begin at 12:00am Mountain Time (“MT”) on January 8, 2019 and will end at 11:59pm (MST) on December 31, 2019 and will consist of twelve (12) monthly entry periods described below. The servers of Facebook, Instagram and Twitter are the official time-keeping device for the Contest.

Entry Period	Starts at 12:00am MT	Ends at 11:59pm MT	Approximate Winner Notification Date
January	January 8, 2019	January 31, 2019	February 7, 2019
February	February 1, 2019	February 28, 2019	March 7, 2019
March	March 1, 2019	March 31, 2019	April 8, 2019
April	April 1, 2019	April 30, 2019	May 7, 2019
May	May 1, 2019	May 31, 2019	June 7, 2019
June	June 1, 2019	June 30, 2019	July 8, 2019
July	July 1, 2019	July 31, 2019	August 7, 2019
August	August 1, 2019	August 31, 2019	September 9, 2019

September	September 1, 2019	September 30, 2019	October 7, 2019
October	October 1, 2019	October 31, 2019	November 7, 2019
November	November 1, 2019	November 30, 2019	December 9, 2019
December	December 1, 2019	December 31, 2019	January 7, 2020

6. WINNER DETERMINATION: After each monthly contest period, on or around the dates listed in Section 5, Nite Ize will select one (1) winner at random. Each winner will be notified by @NiteIze through the Social Account used to enter and, within three (3) days of the date the notice is sent, will be required to provide his/her name, mailing address, and date of birth to confirm eligibility and for prize fulfillment purposes. If a potential winner of any prize cannot be contacted or fails to sign and return any required documentation or provide any other requested information within seven (7) days of the date notice is sent, or the prize is returned as undeliverable, the potential winner forfeits the prize.

5. CONTEST PRIZES: Each winner will have the choice of one of six Life's Adventure Kit prizes found here: <https://www.niteize.com/content/LAK-Main-Page.asp>. Each Life's Adventure Kit is valued between approximately \$84.84 – \$368.43 USD (\$114.74 - \$498.26 CAD). Prizes are non-transferable. There shall be no substitution of a prize for cash or other goods and services, except that Nite Ize reserves the right to provide a substitute prize or prizes, of approximately equal or greater value than the original prize, if the advertised prize becomes unavailable. Only the advertised number of prizes will be awarded. The value of the prize may be taxable to a winner/ prize recipient as income. All expenses, including, without limitation, all federal, state, and local taxes, are the sole responsibility of a winner/prize recipient.

6. RELEASE: By receipt of any prize, each winner agrees to release and hold harmless Nite Ize, Facebook, Inc., Instagram LLC, Twitter, Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's 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 out of participation in the Contest or receipt or use or misuse of any prize.

7. PUBLICITY: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Nite Ize and its designees may use the winner's name, city, state or province, likeness, photo, including winner's Social Account profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

6. DISQUALIFICATION: Nite Ize reserves the right to reject any entry for any reason. All decisions regarding the eligibility of an entry are final. Nite Ize, in its sole discretion, reserves the right to disqualify any person suspected of tampering with the entry process or the operation of the Nite Ize website, or otherwise violating the Official Rules. Use of bots or any other type of automated process to enter is prohibited and will result in disqualification.

7. RIGHT TO CANCEL/TERMINATE/MODIFY: Nite Ize reserves the right to cancel, terminate, or modify the Contest if it is not capable of completing the Contest as planned,

whether due to infection by computer virus, computer bugs, tampering, unauthorized intervention, force majeure, or technical failures of any sort.

8. WAIVER OF LIABILITY: ENTRANT AGREES THAT NITE IZE SHALL NOT BE LIABLE FOR ANY AND ALL INJURIES AND/OR DAMAGES (AS WELL AS COSTS AND EXPENSES RELATED THERETO, INCLUDING ALL ATTORNEYS' FEES AND COSTS) THAT ENTRANT MIGHT INCUR RELATED OR CONNECTED IN ANY WAY TO THE CONTEST. THIS WAIVER OF LIABILITY IS AN EXPRESS CONDITION FOR THE ENTRANT TO BE ELIGIBLE TO ENTER THE CONTEST. IN NO EVENT SHALL NITE IZE BE LIABLE TO ENTRANT OR TO ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED IN ANY WAY TO THE CONTEST, WHETHER OR NOT NITE IZE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. APPLICABLE LAW: The Contest, and all disputes arising between Entrant and Nite Ize, shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to choice of law provisions. Entrant irrevocably consents to the exclusive jurisdiction of the federal and state courts in Boulder County (CO) with respect to any matter relating hereto, and hereby waives the defense of forum non-convenience to any such action.

10. SEVERABILITY: Each of these Official Rules shall be severable, and if any one of them is held invalid or unenforceable for any reason, such rule(s) shall be adjusted to the minimum extent necessary to cure such validity; the remaining rules shall continue in full force and effect to the fullest extent permitted by law. The invalidity or unenforceability of one or more of the rules shall not affect any other rule. Further, the invalidity or unenforceability of any rule hereof in any particular jurisdiction shall not affect the validity or enforceability of such rule in any other jurisdiction.

11. NO WAIVER - Any delay or forbearance by Nite Ize in exercising any right under these Official Rules shall not be deemed a waiver of that right.

12. HEADINGS - The section headings used in these Official Rules are for reference purposes only and shall not in any way affect the meaning or interpretation of the Official Rules.

13. DISCLAIMER - *This Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Inc., Instagram LLC, or Twitter, Inc.* By entering, you are providing your information to Nite Ize and not to Facebook, Twitter or Instagram.