

Piercing Pagoda Spring SMS Instant Win Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply. Text **STOP** to 66422 to opt out and to discontinue further participation in the Instant Win Game. Text **HELP** to 66422 for information. If you enter via text messaging, you will receive four (4) text messages in response to your entry and one (1) text message per week from an automated system with offers, news, and surveys. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Piercing Pagoda Spring SMS Instant Win (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old or older at the time of entry. Void in Guam, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Zale Delaware, Inc. and HelloWorld, Inc., and their parent, subsidiaries, and affiliate companies, suppliers as well as the immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Zale Delaware, Inc., 375 Ghent Rd, Akron, OH 44333. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Instant Win Game begins on April 26, 2018 at 12:00 a.m. Eastern Time ("ET"), ends on May 17, 2018 at 11:59 p.m. ET (the "Promotion Period") and consists of three (3) phases (each a "Phase") as outlined in the table below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1	April 26, 2018	May 1, 2018
2	May 2, 2018	May 9, 2018
3	May 10, 2018	May 17, 2018

Administrator's computer is the official time keeping device for this Instant Win Game.

4. How to Enter: You may enter during the Promotion Period two (2) ways, as outlined below:

a. Online: During the Promotion Period, visit <https://piercingpagoda.promo.eprize.com/spring18> to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You will automatically advance to the Instant Win Game page and receive one (1) Instant Win Game play for that Phase ("Online Entry"). Once on the Instant Win Game page, follow the instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation.

b. Text Message: During the Promotion Period, using a two-way text-messaging capable device ("Device"), text WIN to the short code 66422. Each Text Message constitutes one (1) Instant Win Game play ("Text Entry"). If you are a potential winner of an Instant Win Game prize, the return text message that you receive will contain detailed prize claim instructions.

Message and data rates may apply to Text Entry. Text **STOP** to 66422 to opt out and to discontinue further participation in the Instant Win Game. Text **HELP** for information. Send

questions to fulfillment@helloworldfulfillment.com. If you enter via text messaging, you will receive four (4) text messages in response to your entry and one (1) text message per week from an automated system with offers, news, and surveys. Participating carriers include: T-Mobile, AT&T, Verizon Wireless, Sprint, US Cellular Corp, Boost Mobile, Cricket/Leap, Virgin Mobile USA, Iowa Wireless, Metro PCS, ACS Wireless, West Central Cellular, NTELOS, Bluegrass, Plateau Wireless, AWCC, Cincinnati Bell, Cellular South, Carolina West Wireless, Immix Wireless/ Keystone Wireless, Golden State Cellular, Cellcom, ECIT, GCI/ Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, NW Missouri Cellular, Element Wireless, MTPCS, Thumb Cellular, Viera Wireless. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <https://www.pagoda.com/privacy-policy>. To view Mobile Terms and Conditions, visit <https://www.pagoda.com/terms-and-conditions>.

Limit one Online Entry or Text Entry, per person, per household, per Phase during the Instant Win Game. All methods of entry have an equal chance of winning. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, Devices, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address or Device used to register will be deemed to be the entrant or player. The "authorized account holder" of an email address, 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. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being the authorized account holder. Entries submitted or completed by anyone other than the entrant are void. Sponsors will not confirm receipt of entries.

5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE INSTANT WIN GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED, AND ENTRANT HAS BEEN NOTIFIED, BY EMAIL, PHONE, TEXT MESSAGE, AND/OR MAIL THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

6. Determination and Verification of Potential Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. Receiving a prize is contingent upon compliance with these Official Rules. There will be three thousand four hundred ninety-four (3,494) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. Except where prohibited, the potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to complete the online fulfillment form within seven (7) days of win notification (if applicable), fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from all remaining eligible entries; entrants who opt out via text message will not be included in the

alternate drawings. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed First and Second Prizes will not be awarded. Prizes will be received 8-10 weeks after the conclusion of the Instant Win Game.

7. Prizes: ONE (1) GRAND PRIZE: A \$1,000 Piercing Pagoda digital gift card. Approximate Retail Value ("ARV"): \$1,000. FIVE HUNDRED FIFTY (550) FIRST PRIZES: A \$25 Piercing Pagoda digital gift card. ARV: \$25. TWO THOUSAND NINE HUNDRED FORTY-THREE (2,943) SECOND PRIZES: A \$5 Piercing Pagoda digital gift card. ARV: \$5. Terms and conditions of digital gift cards apply. Odds of winning a prize depend on the number of eligible Instant Win Game plays divided by the number of prizes available. No cash equivalent and all 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 any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$29,465. Limit: One (1) Instant Win Game prize per person.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, prize suppliers, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Instant Win Game or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Instant Win Game, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible plays 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 Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Instant Win Game 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; 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 Instant Win Game or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another play in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise

relating in any way to or arising out of the Instant Win Game, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Instant Win Game, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Instant Win Game, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.pagoda.com/privacy-policy>, Administrator's privacy policy <http://www.helloworld.com/privacy-policy> and Terms and Conditions <https://www.pagoda.com/text-win-terms-conditions> .

14. Winner List: For a winner list, visit <http://bit.ly/2qbfSTp> . The winner list will be posted after winner confirmation is complete.

15. Consumer Disclosure: You have not yet won this prize. THERE IS NO PURCHASE NECESSARY TO WIN. One (1) Grand Prize has a retail value of \$1,000.00; five hundred fifty (550) First Prizes have a

retail value of \$25.00 each; and two thousand nine hundred and forty-three (2,943) Second Prizes have a retail value of \$5.00 each. Odds of winning are dependent upon the number of eligible entries received. This Instant Win Game is sponsored by Zale Delaware, Inc., 375 Ghent Rd, Akron, OH 44333. Restrictions apply. Entry is limited to one Online Entry or Text Entry per person, per household, per Phase. Entry is limited to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old at the time of entry. Void in Guam, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Zale Delaware, Inc. and HelloWorld, Inc., and their parent, subsidiaries, and affiliate companies, suppliers as well as the immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. Each Phase deadline is 11:59 p.m. ET on May 1, 2018; May 9, 2018, and May 17, 2018.

© 2018 HelloWorld, Inc. All Rights Reserved.