

**NIXON CUSTOMER SURVEY CAMPAIGN SWEEPSTAKES  
RULES & REGULATIONS (“RULES”)**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Sponsor:** The sponsor of the Nixon Customer Survey Campaign Sweepstakes (“Sweepstakes”) is Nixon, Inc., with an address at 701 S. Coast Hwy 101, Encinitas California, 92024, United States (“Sponsor”).
2. **Eligibility:** This Sweepstakes is only open to those eligible participants who properly enter as described in Paragraph 5 below, who are **18 or older** as of the date of entry, and who are legal residents of the District of Columbia and the Fifty (50) United States of America. Employees of Sponsor, its respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members, including all others residing in the same household of such employees, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and void where prohibited.
3. **Agreement to Rules:** By participating in the Sweepstakes, participants agree to be fully and unconditionally bound by these Rules, and participants represent and warrant that they meet the eligibility requirements set forth herein. In addition, participants agree to accept the decisions of Sponsor which shall be final and binding in all respects relating to the Sweepstakes. Failure to strictly follow the Rules may result in disqualification from the Sweepstakes and/or forfeiture of any prize(s) received.
4. **Sweepstakes Period:** As generally described in Paragraph 5 below, participants may complete the Sponsor’s online survey starting on or about 9am PST, Saturday, August 25th, 2018, and must complete and submit the survey no later than Midnight PST, Wednesday, August 29th, 2018. All online entries must be received by 11:59:59 PM PST. Sponsor’s computer systems will be the official timekeeping device for the Sweepstakes.
5. **How to Enter:** To enter the Sweepstakes, eligible participants must complete an online survey provided by Sponsor and that will aid in customer research. The survey will be sent to Sponsor’s customers via e-mail. The survey must be completed in full to be eligible to win a prize. Entries that are incomplete or do not adhere to the Rules may be disqualified at the sole discretion of Sponsor. Participants may enter only once (i.e., complete only one survey), and must fill in all information requested. Participants may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the Rules. Any entries submitted by participants determined to be using fraudulent entry methods or other attempts to circumvent the Rules will be disqualified and/or forfeit any prize(s).
6. **Prizes; Winner Selection and Notification:** Each winner of the Sweepstakes will be selected at random and, as an eligible winner, will receive a single Nixon item of their choosing, pending online availability, valued up to no more than MSRP \$300.00. Three total winners will be selected. winners will be notified via email within 30 days of the survey completion, and must select their prize no later than 60 days following Sponsor’s notice of winning. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution is permitted except at Sponsor’s sole discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of each winner. Acceptance of prize constitutes permission for Sponsor

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to use winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Sponsor shall have no liability for a winner’s failure to receive notices due to winner’s spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within sixty (60) days from the time award notification was sent, the prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN SUCH WINNER’S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Odds:** The odds of winning depend on the number of eligible entries received. Each eligible entry received during the Sweepstakes period has an equal chance of winning.
  
8. **Rights Granted By Participants:** By entering this content participants understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns, will have the right, where permitted by law, without any further notice, review or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, participant’s name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
  
9. **Additional Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to, multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by sweepstakes rules, or the use of bots, macros or scripts or other technical means for entering. Any attempt by an participant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws 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.

By entering the Sweepstakes participants agree to receive email newsletters periodically from Sponsor. Participants may opt-out of receiving these communications at any time by clicking the unsubscribe link in the newsletter.

10. **Limitation of Liability:** By entering participants agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss,

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litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such participant’s participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in SAN DIEGO, CALIFORNIA having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys’ fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor’s Web Site. To read the Privacy Policy, click here: <https://www.nixon.com/us/en/privacy-policy.html>