

## **NO PURCHASE NECESSARY TO PARTICIPATE**

**1. ELIGIBILITY:** Our special promotion is offered and open in the United States and its territories to legal United States residents at least 16 years old. Employees and directors of Spa Moritz Inc., their parents, affiliated and subsidiary companies, advertising and promotion agencies, judges and legal advisors, and the immediate family or members of their same households of such employees and directors are not eligible. By entering, you (and your parents and legal guardians if you are a minor) agree to these Official Rules and the decisions of SPA MORITZ INC., the Sweepstakes judging organization, which are final and binding in all respects.

Void where prohibited.

**2. PROMOTIONAL PERIOD:** Promotional period begins on **1/3/2010** at 4:59:59 a.m. Eastern Time (ET), and ends on **2/14/2010** at 4:59:59 a.m. (ET) ("Promotional Period")

**3. INFORMATION:** By participating, Spa Moritz WILL NOT share with any person or company your registration data or any additional information provided by you.

**4. ENTRY:** One prize will be awarded: **Spa Package which includes: A Chocolate Martini Pedicure and Swedish Massage Or a Professional Teeth Whitening treatment or a complete color and highlight.**

To be eligible to win prizes you must register for that specific prize.

You can only register once for each prize. More than one (1) registration for this or any Monthly Sweepstakes prize will result in forfeiture of all registrations by that registrant for that prize.

No responsibility is assumed for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

**5. DRAWING:** On or within 10 days of end date. A random drawing to select the winner for the prize will be held under our for all eligible entries for that prize. Winners will be notified by email, phone or regular mail on or about Febr. **22nd, 2010.**

**7. GENERAL CONDITIONS:** Winners (and winners parents or legal guardians both on behalf of themselves and minor, if winner is a minor) must complete, execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within seven (7) days of notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, or if winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result with an alternate winner selected.

By accepting prize, where permitted by law, winner (and winners parents or legal guardians both on behalf of themselves and minor, if winner is a minor) grants to Sponsor, which grant will be confirmed in writing upon request of Sponsor, its parents, subsidiaries and related companies, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's full name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration, and without notice, approval or review. By accepting a prize a winner (and winners parents or legal guardians both on behalf of themselves and minor, if winner is a minor) agrees that any grant of permission to use the winner's name, portrait, picture, voice, likeness and biographical information, as stated above, may be secured by Sponsor electronically, for example by email, and such email secured permission will have the same force and effect as if that permission had been secured in a written document which was physically executed by the winner.

Further, each participant and winner (and winners parents or legal guardians both on behalf of themselves and minor, if winner is a minor) releases and agrees to hold harmless Sponsor, SPA MORITZ INC., their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Sweepstakes related activity, or participation in this Sweepstakes.

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Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site; to be in violation of the Terms of Service of the web site, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry or registration methods will void all such entries by such methods, and disqualify any entrants using such methods.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor, in the sole opinion of Sponsor, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and select the winners from entries received prior to the action taken or in such other manner as Sponsor may deem fair and appropriate.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. LIMITATIONS OF LIABILITY:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site. Sponsor is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the web site. IN NO EVENT WILL SPONSOR, SPA MORITZ INC., THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET SITE [www.SpaMoritz.com](http://www.SpaMoritz.com) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE IMITATIONS OR EXCLUSIONS.

**9. DISPUTES:** Except where prohibited, as a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. 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, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor, SPA MORITZ INC. in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of Tampa, County of Hillsborough. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**10. WINNERS LIST/OFFICIAL RULES:** For full names of winner(s) send a 3 ½ x 5 inch U.S. Postal Service postcard for receipt by Febr 31, **2010** to: Spa Moritz Inc.

17401 Commerce Park Blvd. Suite 103 Tampa Florida 33647. Attention Promotions.  
For Official Rules mail a 3 ½ x 5-inch U.S. Postal Service postcard to the above  
address marked "Official Rules: The full names of winners and Official Rules may also  
be posted at [www.SpaMoritz.com](http://www.SpaMoritz.com).