

## **“LYDIA BRIGHT CAMPAIGN” OFFICIAL RULES**

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

**DATES:** The “LYDIA BRIGHT Campaign” (the “Sweepstakes”) begins on FEB 24th 2021 and ends on MAR 3rd 2021 (“Sweepstakes Period”). Instagram’s date and time stamp will be the “official computer” and official time keeping device for this Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open to permanent legal US & UK residents who are eighteen (18) years of age or older (or the age of majority in their respective jurisdiction of residence) at the time of entry (the “Entrant”). Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Envy Agency (DayIndustries Ltd) (the “Sponsor”) and each of its respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including but not limited to (the “Independent Administrator”) (all of the aforementioned collectively referred to as the “Sweepstakes Entities”), are not eligible to participate. The Sweepstakes is subject to all Federal US / National UK laws and regulations and is void outside of the United Kingdom and wherever else restricted or prohibited by law. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all respects. Winning the Grand Prize (defined in the “PRIZE” section below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** There are two (2) ways to receive entries into the Sweepstakes; (a) the initial entry (“Initial Entry”); and (b) the bonus entry (“Bonus Entry”). All Entrants must first obtain an Initial Entry into the Promotion prior to receiving Bonus Entries.

**A. Primary Entry:** In order to enter the Sweepstakes, Entrant must be a registered Instagram™ user. To become a registered user, visit [www.instagram.com](http://www.instagram.com) and follow the instructions prior to entering this Sweepstakes. To enter, visit @lydiabright on Instagram and locate the Sweepstakes post (the “Post”). Then, complete the following steps to receive one (1) initial entry into the Sweepstakes:

1. Follow all of the Instagram accounts that @envy\_giveaways is following.
2. “Like” the Post on the @lydiabright profile and Tag two (2) friends in the form of a comment on the Post.

There will only be one (1) eligible Post made by Sponsor in which the Entrant must complete the steps above to receive one (1) Primary Entry. Entrant’s Instagram profile setting must be “public” in order to be viewable by the Sponsor. If the Entrant’s account is not set to “public”, the Sponsor may not view the entry and the Entrant may not be eligible to win. Entrant may not use multiple Instagram accounts to enter.

**B. Bonus Entry:** In order to obtain the Bonus Entry, Entrant must first complete the steps above for the Initial Entry. To obtain a Bonus Entry, Entrant must visit the link found in the bio of the @envy\_giveaways Instagram profile and follow the link to the bonus entry page (“Bonus Entry Page”). Once at the Bonus Entry Page, Entrant must complete and submit his/her first name and email address. Upon clicking the “Submit” button, Entrant will receive one (1) Bonus Entry into the Sweepstakes.

Entrant may submit unlimited Primary Entries and one (1) Bonus Entry. In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorised Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. “Authorised Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organisation (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the authorised Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant’s entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are supplying your information to the Sponsor and not to Instagram.

**ADDITIONAL CONDITIONS:** Entrant's entry cannot infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Post Comment must be in English and must NOT include the brand name or the trademark of any other, except for Sponsor. Entries not meeting the requirements as set forth in these Official Rules or entries that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor and/or Independent Administrator in their sole discretion, will not be eligible and will be disqualified. Any entry suspected by Sponsor and/or Independent Administrator of violating the proprietary rights of any third party (including but not limited to intellectual property rights and rights of privacy/publicity), or any local, state or federal / national law(s) will be disqualified, at Sponsor's sole discretion.

The Sweepstakes Entities are not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, or otherwise.

By participating, Entrant agrees that their entry may be shared on social media sites or other websites by the Sponsor. By submitting an entry, Entrant grants Sponsor and its affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the entry, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the entry to Sponsor's affiliates, its marketing agencies, and to third parties for these purposes. Without limiting the foregoing, each Entrant consents to have the Entrant's entry made available for public viewing and/or comment on the Internet.

Each Entrant further agrees and warrants that he/she shall not submit any entry that is known by the Entrant (a) to be false, inaccurate, or misleading; (b) that infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer

protection, unfair competition, anti-discrimination, or false advertising); and (d) that is or may reasonably be considered defamatory, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram account that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

**NON-QUALIFYING ENTRIES:** Entries (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm, and/or (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive, and/or (c) containing and displaying third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light, and/or (d) otherwise violate these Official Rules, as determined by Sponsor, in its sole discretion, shall be disqualified from the sweepstakes. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any other method than those stated above will not be accepted.

**PRIZE:** On MAR 3rd, 2021, one (1) grand prize winner (the “Grand Prize Winner”) will be selected from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator whose decisions are based upon Their sole discretion and interpretation of these Official Rules, and are final and binding in all respects. Odds of being selected as the Grand Prize Winner are dependent upon the total number of entries received during the Sweepstakes Period.

**GRAND PRIZE:** One (1) grand prize consisting of one (1) “Nursery Bundle” valued at £3,000 (the “Grand Prize”).

**There is a limit of one (1) prize to be awarded for the entire Sweepstakes.** No transfer or substitution of the Grand Prize is permitted,

except at Sponsor's sole discretion or as otherwise provided herein. Grand Prize Winner is solely responsible for all National UK taxes. No more than the one (1) Grand Prize set forth in these Official Rules will be awarded. Except as otherwise set forth herein, Grand Prize will be awarded. There is no cash alternative.

**NOTIFICATION/GRAND PRIZE CLAIM:** Grand Prize Winner will be notified by the Sponsor by direct message via the Grand Prize Winner's Instagram account on or about MAR 3rd 2021 (the "Notification"). The Notification will request that the Grand Prize Winner respond with the following information: first name, last name, street address, city, state, zip code, phone number, birth date and email address (the "Required Information") within three (3) business days of receipt of the Notification. It is highly recommended that Entrant's confirm their account settings are set to "public". Upon receipt of the Required Information, the Grand Prize Winner will then be contacted by the Independent Administrator via email to complete, except where prohibited, a Statement / Affidavit of Eligibility/Liability/Publicity Release and an HMRC / IRS W-9 Form (the "Winner Documents") in order to claim the Grand Prize. Winner Documents must be completed and returned by the date and time indicated in the email.

**Video Requirement:** Grand Prize Winner will be required, except where prohibited, to record a video accepting the Grand Prize in order to post on social media. In the event the Grand Prize Winner does not fulfil this requirement, he/she will forfeit his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period.

In the event that: (a) the Grand Prize Winner fails to respond to the Notification; (b) the Grand Prize Winner fails to respond due to deactivation of the Grand Prize Winner's Instagram account prior to receipt of the Notification; (c) Grand Prize Winner fails to supply all the Required Information or the Winner Documents; (e) any Notification is returned as undeliverable; and/or (f) it is determined by the Sponsor, in their sole discretion, that the Grand Prize Winner is not eligible in accordance with these Official Rules, such Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period. Grand Prize Winner consents to use his/her name, address (city + state), voice, biographical information, and /or likeness for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law.

The value associated with the Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any taxes, including, but not limited to, all applicable national UK taxes that become due with respect to the value of the Grand Prize. The Sponsor, or a third party acting on its behalf, may be required to report the value of the Grand Prize to HMRC in the year the Grand Prize is received by the Grand Prize Winner; and, in such case, the value of the Grand Prize will be reported to the Grand Prize Winner and HMRC in the form of a Form 1099 and/or other applicable tax forms.

**GENERAL RULES OF PARTICIPATION:** The Official Rules posted on the Bonus Entry Page will prevail. By participating in this Sweepstakes, Entrants and Grand Prize Winner [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the Grand Prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Official Rules and the decisions of the Sponsor/Independent Administrator, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or Grand Prize Winner it believes has violated these Official Rules. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected a Grand Prize Winner based on the entries received up to the cancellation, modification, termination, or suspension date. Notification of such action will be provided on the Post. To the fullest extent permitted by law, Entrants covenant not to sue any Sweepstakes Entity or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any releases. A waiver by one or more of the Sweepstakes Entities of any term in these Official Rules does not constitute a waiver of any other provision.

**CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**NO LIABILITY:** By participating, Entrants and Grand Prize Winner agree to release, discharge, indemnify and hold harmless the Sponsor, Instagram, and the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the Grand Prize Winner, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of the Grand Prize; participation in any Sweepstakes-related activity; or participation in this Sweepstakes.

**DISPUTES:** Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in London. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant's 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 the United Kingdom, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than London.

**PRIVACY:** The collection of personal information provided in connection with this Sweepstakes will be used only for the notification in the event Entrant is a Grand Prize Winner. Entrants are given the option to "opt-in" and supply their personal information for the Sweepstakes participants "Sponsors" marketing and retargeting purposes. If the "opt-in" option is selected, the entrant provides the "Host Sponsor" full permission to share entrants personal information amongst the Sweepstakes participants "Sponsors" for marketing and or retargeting purposes.

**HOST SPONSOR:** Envy Agency. (Day Industries Ltd.) 2 St. George Wharf, Lambeth, London, SW8 2AZ

This Sweepstakes shall not be published without permission of the Sponsor. Instagram™ is a trademark of Instagram.