

Arnette's POSTY FEST 2019 Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the forty-eight (48) contiguous United States and the District of Columbia ("D.C."). Subject to all federal, state, and local laws, regulations, and ordinances. Sweepstakes begins on October 22, 2019 at 12:00:01 a.m. Eastern Time ("ET") and ends on October 24, 2019 at 11:59:59 p.m. ET on (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

1. Eligibility: Arnette's POSTY FEST 2019 Sweepstakes (the "Sweepstakes") is open to legal U.S. residents currently residing in the forty-eight (48) contiguous United States and D.C. who are at least eighteen (18) years old or the age of majority, whichever is older, in their state of residence as of the date of entry. Employees, officers, and directors of Luxottica of America Inc. (the "Sponsor"), or any of its parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and those living in the same household (whether related or not) are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of all potential Winners.

2. Sponsor: Luxottica of America Inc., 4000 Luxottica Place, Mason, OH 45040.

- **Acknowledgement:** Neither Posty Fest nor Posty Touring, Inc. or any of their respective owners, parent companies, affiliates, subsidiaries, officers, shareholders, members, representatives, consultants, contractors, legal counsel or agents, are responsible or liable in any manner whatsoever with respect to the Sweepstakes, including, without limitation, for the administration, implementation, operation or fulfillment of the Sweepstakes, or if the Posty Fest 2019 is cancelled, rescheduled, delayed or postponed, in whole or in part, for any reason.

3. How to Enter: There is one (1) way to enter: During the Sweepstakes Period, entrants must (i) follow Arnette on Instagram; (ii) tag two friends on Instagram; and (iii) comment below the post related to POSTY FEST 2019 what song they would like to hear at Posty Fest 2019.

Upon proper completion of the entry as specified above, you will receive one (1) entry into the Sweepstakes. All potential Winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may

apply. LIMIT ONE (1) ENTRY PER PERSON DURING THE SWEEPSTAKES PERIOD. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, accounts, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same Instagram account or email address. In the event of a dispute as to any registration, the authorized Instagram account holder used to register will be deemed to be the participant. The "authorized account holder" is the natural person assigned the account by Instagram. Potential Winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit their Prize (as defined below). You must complete all required steps to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

By participating, participants agree that Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use participants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them in any legally permissible manner of a product or promotion that Sponsor thinks may be of interest. You may opt out of receiving such notifications at any time. Sponsor will not sell personal information submitted with entry to outside solicitors.

4. Selection of Winner: On or about October 25, 2019 Sponsor will select the name of one (1) potential Winner of the Prize (as defined below) in a random drawing from among all eligible entries. The odds of winning are based on the number of eligible entries received during the Sweepstakes Period. The potential Winner will be notified by direct message on Instagram platform where he/she has to reply within 24h providing a valid email address and photo of official ID on or about October 25, 2019. Except where legally prohibited, each potential Winner must sign and return, within seven (1) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize (as defined below). If a potential Winner cannot be contacted directly via Direct Message on Instagram after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or if a potential Winner is unavailable to travel within any time period specified by Sponsor, or in the event that a potential Winner is disqualified for any reason, Sponsor will award that Prize (as defined below) to an alternate winner selected by a random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which the Prize will remain un-awarded.

Verification of Potential Winners: POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prize: Only one (1) Prize will be awarded. The Prize consists of: three (3) tickets to POSTY FEST 2019 at AT&T Stadium in Arlington, Texas (collectively, the “Prize”).

Approximate Retail Value (“ARV”) of all Prizes to be awarded: \$ 300.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of Prize not specifically stated herein, including but not limited to, if applicable, air travel fees, baggage fees, hotel reservation fees, ground transportation, automobile insurance, parking fees, telephone and/or Internet fees, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of Winner. Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the Prize (or portion thereof) becomes unavailable at its sole discretion. Sponsor will not replace any lost or stolen Prizes or components of a Prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of Prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a printing or other error, more Prizes are claimed than the number set forth in these Official Rules, the advertised number of Prizes available will be awarded in a random drawing from among all eligible claimants making purportedly valid claims.

If, for whatever reason, the Posty Fest 2019 is cancelled or rescheduled, no compensation will be paid in lieu of any cancelled or rescheduled event and prize will be forfeited, except as may be otherwise determined by Sponsor in its sole discretion. No responsibility is assumed by Sponsor if the Posty Fest 2019 is cancelled, rescheduled, delayed or postponed, in whole or in part, for any reason. Unused tickets cannot be refunded or exchanged. Tickets are subject to any restrictions, terms or conditions of the ticket issuer or venue.

In the event Winner and/or Guests engage in behavior during any Prize-related activities that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor’s services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the Prize early, and send Winner and/or Guests home with no further obligations or compensation whatsoever to Winner (which may, in Sponsor’s sole discretion, result in such Winner’s disqualification from the Sweepstakes and forfeiture of any and/or all of the Prize). In the event Winner or Guests engage in behavior during any Prize-related activities that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner and/or Guests to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner and/or Winner’s guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER’S ACCEPTANCE OR USE OF THE PRIZE.

6. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States. Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise including but not limited to malfunction of the devices used to enter in-store. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (c) award any of the Prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SPONSOR, INSTAGRAM AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES

OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES AND ACCEPTANCE OF A PRIZE CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE 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 ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINION AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING BUT NOT LIMITED TO THE ANNOUNCEMENT OF WINNER'S NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE 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 EXCLUSIONS 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 LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTES. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and

exclusively by the United States District Court for the Southern District of Ohio or the appropriate State Court located in Ohio; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

9. PRIVACY: Information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.arnette.com/us/privacy-policy>.

10. OFFICIAL RULES AND WINNER LIST: For a copy of the Official Rules, send a self-addressed, stamped envelope for receipt by October 22nd to: Luxottica of America Inc., 4000 Luxottica Place, Mason, OH, 45040, Attention: Arnette's POSTY FEST 2019 Sweepstakes Official Rules. For the names of Winners available after October 25th, send a self-addressed, stamped envelope to: Luxottica of America Inc., 4000 Luxottica Place, Mason, OH, 45040, Attention: Arnette's POSTY FEST 2019 sweepstakes Official Rules. Vermont residents may exclude return postage on requests for Official Rules.

11. RULES GOVERN. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, these Official Rules shall prevail, govern and control.

12. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect

13. Sponsor: Luxottica of America Inc., 4000 Luxottica Place, Mason, OH 45040.

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ABBREVIATED RULES

NO PURCHASE NECESSARY. Void where prohibited and outside the 48 contiguous United States (and DC). Open to legal U.S. residents (incl. DC), ages 18+ (or age of majority where they reside if over 18) at entry. Begins 12:00:01 AM ET **October 22, 2019**; ends 11:59:59 PM ET on **October 24, 2019**. To enter, (i) follow Arnette on Instagram; (ii) tag two friends on Instagram; and (iii) comment below the post related to POSTY FEST 2019 what song you want to hear at the Posty Fest.. **LIMIT ONE (1) ENTRY PER PERSON.** One (1) Prize: three (3) tickets to the POSTY FEST 2019 at AT&T Stadium in Arlington, Texas (collectively, the “Prize”). **ARV: \$300.** Odds of winning depend on number of eligible entries received. For complete rules/eligibility information, visit www.arnette.com/us. Sponsor: Luxottica of America Inc. Copyright © 2019 Luxottica of America Inc. This Sweepstakes is not endorsed or sponsored by, or in any way affiliated with, POSTY FEST 2019 or any of its affiliates. All rights reserved.