

# OFFICIAL RULES

## Cloud 9 Living Inc.

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. SPONSOR: Cloud 9 Living Inc. (Sponsor).

3. ELIGIBILITY: This Contest is open to legal residents in all of the 50 U.S. states and the District of Columbia who (1) are eighteen (18) years of age or older, and (2) have Internet access. The Contest is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever prohibited or restricted by law. The Contest is subject to all applicable federal, state and local laws. Employees of Cloud 9 Living Inc. and the immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) of such employees/directors/officers are not eligible to enter the Contest or win a prize (each and collectively, Prize(s)).

4. HOW TO ENTER: This Contest begins at 12:00:01 a.m. Mountain Standard Time ("MST") on November 5, 2018 and ends at 11:59 p.m. MST on November 18, 2018 (the Contest Period), according to Administrator's time clock.

To enter this Contest, please access the Contest application at [cloud9living.com/fast-lane-to-vegas](http://cloud9living.com/fast-lane-to-vegas) and complete the entry process. Only one Entry is allowed per person. You may also enter through a referral post/message/invitation from another entrant who has shared the Contest directly with you via Facebook ,Twitter, Instagram, or email referral (hereinafter "referral entry").

Valid Entries must be submitted via the online methods described above. All Entries must be received during the Contest Period as determined by the computer time on Sponsor's server. Any attempt by a participant to obtain more than the allowable Entries by using multiple/different e-mail addresses, Facebook user accounts or any other online methods will void all of that participant's entries.

By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsor reserves the right to verify eligibility of all entrants. Illegible and/or incomplete Entries and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and their agents are not responsible for lost, late, or misdirected Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of Entries and/or the entrant. In the event of a dispute regarding the identity of

the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

5. PRIZE SELECTION AND NOTIFICATION: All winners are potential winners until their status has been verified (Potential Winners). Winners will be selected on or about November 18, 2018 among eligible entries received during the promotion period. Winners will be selected by Sponsor or its designee, the judge of the Contest, whose decisions are final and binding on all matters relating to the Contest.

Each Potential Winner will be notified and sent their prize via email certificate using the email address provided in the Contest Entry ("Prize Notification"). Sponsor is not responsible for the failure for any reason whatsoever of Potential Winners to receive their Prize Notification. Return of any Prize Notification or Contest Documents as undeliverable, the inability of Sponsor to contact a Potential Winner, the inability of a Potential Winner to accept or receive the Prize for any reason, and/or the non-acceptance by a Potential Winner of any Prize for any reason will result in disqualification of such Potential Winner, and alternate Potential Winner(s) will be selected randomly from all remaining eligible entries received. Potential Winners who receive Prizes are known as the Winners.

6. PRIZES:

<b>Prizes</b>	<b>Approximate Retail Value ("ARV")</b>
One \$700 airline voucher or airline gift card for an airline of the winner's choice.	\$700.00
One \$500 Hotels.com gift card.	\$500.00
The following experiences provided by Exotics Racing at their Las Vegas Motor Speedway location: two driving packages in winner's choice of either 5 laps in a Ferrari 458 Italia or 5 laps in a Lamborghini Huracan LP580, plus two ride alongs, plus two video packages.	\$1,154.00

Total ARV: \$2,354

7. PRIZE CONDITIONS: Selection and specifics of all Prizes will be determined at the Sponsor's sole discretion. All Prizes are subject to availability. Winners are not entitled to any surplus between the actual retail value of his/her Prize and its stated ARV; and any difference between the stated ARV and actual value of the Prize will not be awarded. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. All prizes are

non-transferable. Odds of winning depend on the number of eligible Entries received during the Contest Period. All Prizes are awarded AS IS and WITHOUT WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prizes are at the Winners' sole risk and Sponsor and Administrator are not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any of the Prizes. Sponsor and Administrator reserve the right to verify eligibility of all Winners. Prizes will be awarded by email, U.S. Mail, Federal Express, UPS and/or other shipping method, in Sponsor's and/or its Prize suppliers' sole discretion, using the information provided in the Contest Entry. If any Winner is unable to participate in or accept a Prize or any portion of a Prize for any reason, Sponsor and Administrator shall have no further obligation to such Winner. Any and all activities related to each Prize are at the Winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

8. TAXES AND COSTS RELATED TO THE PRIZES: All applicable taxes and fees and any license and delivery charges are the sole responsibility of the Winner. All expenses and incidentals and other applicable taxes or charges not specifically mentioned herein are not included and are solely the responsibility of the Winner.

9. GENERAL CONDITIONS: By participating in this Contest and/or by accepting a Prize, participants agree: (a) to be bound by these Official Rules, the decisions of the Sponsor and/or their designees, the terms and conditions associated with redemption of Cloud 9 Living experiences listed at [www.cloud9living.com](http://www.cloud9living.com), the Privacy Policies of Cloud 9 Living Inc. (<http://www.cloud9living.com/company/privacy>) (b) to release and hold harmless Sponsor and Administrator and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Contest (collectively, the Released Parties), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Contest and/or their participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of any Prize or participation in any Prize-related activities); and (c) to be contacted by Sponsor and/or Administrator via e-mail. By accepting a Prize, each Winner consents to the use of his/her name and/or likeness (voice, biographical information, city and state of residence, statements, photograph, recordings) for advertising and promotional purposes (including, but not limited to, use on Sponsor's web site and/or Cloud 9 Living's Facebook page without additional compensation, except where prohibited by law). Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Contest for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. RELEASE. All decisions of Sponsor are final and binding; and entrants agree to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a Prize, each Winner agrees to release the Released Parties from any and all

liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of Prize or participation in any Prize-related activities. Sponsor reserves the right to use the Contest for publicity purposes in any media, and to use the name, likeness, and hometown name and/or Prize information of selected entrants as part of that publicity, without any compensation or prior review unless prohibited by law. Any such use with respect to minors shall be subject to prior approval of parent or legal guardian. Taxes, if any, are the sole responsibility of selected entrants, and selected entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded Prize. This Contest is void outside the continental US, Alaska and Hawaii, and where prohibited or restricted by law, and subject to applicable federal, state, and local laws. Sponsor reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest, and reserve the right, in their sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit an Entrant from participating in the Contest or winning Prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or representatives of Sponsor. Use of any automated system to participate is strictly prohibited and will result in disqualification.

11. **USE OF PERSONAL INFORMATION:** In order to participate in this Contest, participants will be required to supply certain information about themselves. Sponsor has specified which information is mandatory in order to participate in the Contest. This information will be used by Sponsor for the purposes of administering the Contest and for marketing purposes, but will not be sold or rented to third parties. The personal information will be collected, processed and used in accordance with Cloud 9 Living Inc.'s privacy policy which can be found at <http://www.cloud9living.com/company/privacy>. In addition, personal information may be used by Sponsor to contact you after the Contest is over to provide you with special offers and information about other promotions. Sponsor uses commercially reasonable efforts to comply with Federal CAN SPAM laws and state laws regarding privacy. You may unsubscribe to these email communications at any time by following the directions contained in the email communication.

23. **INTERNET:** If for any reason the Contest is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical

failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Contest or web site, and to cancel, terminate, modify, or suspend the Contest without notice and to select the winners from all eligible Entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Contest.

**13. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**14. DISPUTES:** Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Boulder, Colorado; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys fees and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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 entrant, the Sponsor and the Administrator in connection with this Contest shall be governed by, and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Colorado or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.

**WINNER'S LIST/OFFICIAL RULES:** For a list of Winners or a copy of the Official Rules, please send a self-addressed stamped envelope to: Cloud 9 Living", Winner's List/Official Rules, 11101 West 120<sup>th</sup> Ave., Suite #150, Broomfield, CO 80021 to be received no later than November 30, 2018. Winner's lists will be sent once all Winners have been verified and Prizes have been awarded.

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