



THE LEO[®] DIAMOND

THE LEO CHALLENGE Bridal Band GIVEAWAY

Promotions Disclaimer

THE LEO CHALLENGE Bridal Band Giveaway

Terms & Conditions

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

By entering the Promotion, you agree to be bound by these Terms & Conditions and acknowledge that you satisfy all eligibility requirements. "Sponsor" means Leo Schachter Diamonds LLC., and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors.

Eligibility. Open to individual legal residents of the 50 United States or the District of Columbia and are eighteen (18) or older prior to the date of entry (the "Entrant"). Employees of Sponsor and their immediate family members are not eligible to participate.

"The Leo Challenge": The Sponsor will start receiving entries starting on Friday, November 8, 2024 through Tuesday, December 31, 2024 at 11:59:59 PM ET ("Sweepstakes Period").

During the Sweepstakes Period, eligible Entrants may receive one (1) entry into the Sweepstakes by either:

1) (a) Enter a Kay Jewelers retail location ("Store"); (b) Use a Store-provided viewer to compare a Leo Diamond against a comparable diamond; and (c) Scan QR code on printed card on the Store counter to visit <https://theleo.com/challenge/register> and enter your Leo Challenge results and register your information; or

2) Visit <https://theleo.com/challenge/register> and enter registration information.

No purchase necessary for entry into Giveaway

Entrant must provide accurate contact information in order to be notified in the event he/she is a potential winner. Only one (1) submission per person is permitted.

Sterling Jewelers Inc. (dba Kay Jewelers) is not a sponsor of this Promotion and has no obligation for the conduct of the Promotion or the awarding of any product or the Prize.

IMPORTANT: Message and data rates may apply to use of mobile phone/device to participate in Giveaway.

All methods of entry have an equal chance of winning. Upon submission, all entries become the property of the Sponsor and will not be acknowledged or returned.

By submitting an Entry, the Entrant understands and grants to the Sponsor permission to use his/her Entry, and other Entrant information on Sponsor's website, Sponsor's social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) publication of the Entry via various media, including posting on the Sponsor's websites, will not infringe on any third-party rights; and (c) Entrant will indemnify and hold harmless the Sponsor and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Giveaway.

By submitting an Entry, Entrant warrants and represents that he/she and any other persons appearing or who are otherwise identifiable in the Entry consents to the submission and the use of the Entry. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

Below is the information for the product giveaways;

The winner will be able to select one LEO-branded women's bridal wedding band of their choice from the current selection that is listed on the www.kay.com website worth a value of up to and no more than \$3,500 pending availability (each a "Prize"). Eligible wedding bands cannot be listed as Clearance or Discontinued.

Prize will be shipped within 90 days of selection to account for any manufacturing needs.

RANDOM DRAWING: The winner will be selected in a random drawing on January 6, 2025 from among all eligible Entries received within the Sweepstakes Period, which will take place via Google random drawing tool, an independent agent of the Sponsor whose random draw is final.

Odds of winning will depend upon the total number of eligible entries received.

WINNER NOTIFICATION: The winner will be contacted by email or phone at the conclusion of the giveaway time period (January 15, 2025). Potential winner will be asked to respond to Sponsor within Seventy Two (72) hours. Noncompliance will result in disqualification and an alternate winner may be selected.

Potential Giveaway Winner will be confirmed via email, and will be required to sign and return, within seven (7) days of receipt, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). The Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 90 days after the winner is verified and prize is selected.

Prize is non-transferable and not exchangeable for cash. Sponsor reserves the right to substitute a product giveaway of equal or greater value if the advertised Prize becomes unavailable.

Winner is responsible for any and all applicable fees, service charges, surcharges, all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the Prize.

DISCLAIMER: Sponsor and Sterling Jewelers Inc. make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR AND STERLING JEWELERS INC. HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Privacy Policy: By entering and providing the required entry information, entrants acknowledge that the Sponsor or Sterling Jewelers Inc. may also send information, marketing or promotional content, samples or special offers it believes may be of interest to entrant, or other information or goods offered by Sponsor's marketing partners. Personal information collected from entrants is subject to Sponsor's and Sterling Jewelers Inc.'s respective Privacy Policies, which can be found at <https://theleo.com/privacy-policy/> and <https://www.kay.com/privacy-policy>.

Sponsor's Address: Leo Schachter Diamonds LLC 50 W 47th St., Suite 2100, New York, NY 10036, Attn: Leo Challenge Giveaway.

LIMITATION OF LIABILITY: Sponsor, Sterling Jewelers Inc., and other participating entities (collectively with Sponsor the "Released Entities") shall not be responsible for late, lost, delayed, damaged, incomplete, illegible, or misdirected entries, responses, or other correspondence; phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Promotion, you release the Released Entities from any and all liability with respect to the Promotion or the acceptance, possession or use of any product or Prize, including without limitation (i) any condition caused by events beyond Released Entities' control that may cause the Promotion to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of participation in the Promotion and (iii) any printing or typographical errors in any materials associated with the Promotion; and (iv) any technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, any other technical problems

related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Promotion, or any human error which may occur in the processing of this Promotion. Sponsor's decisions in all respects relative to the Promotion are final. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Promotion is compromised, without liability. Sponsor reserves the right to disqualify any Entrant, as determined by Sponsor in its sole discretion. Void where prohibited or restricted by law. All federal, state, provincial and local regulations apply.

DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of New York or the appropriate Court located in the state of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than 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 Entrant and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Winner's List: To obtain the names of the winner (available after 1/15/25), send a self-addressed stamped envelope to Sponsor at: THE LEO CHALLENGE Bridal Band Giveaway Winner, c/o Leo Schachter, Inc 50 W 47th St, Suite 2100, New York, NY 10036.

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Void where prohibited by law.