## The Honest Company, Inc. "NEW RECIPES FOR THE NEW YEAR GIVEAWAY" Official Sweepstakes Rules

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

Please read these rules before entering The Honest Company, Inc. "NEW RECIPES FOR THE NEW YEAR" (the "Sweepstakes"). You agree that by entering this Sweepstakes you will be bound by these Official Sweepstakes Rules (the "Rules") and you acknowledge that you satisfy all Sweepstakes eligibility requirements. By entering the Sweepstakes, you consent to being placed on an email mailing list for promotional and other marketing materials from The Honest Company, Inc. You may opt out of these communications at any time. Information about how to opt out will be included in all promotional emails and can also be obtained by visiting www.honest.com/privacy.

**Eligibility.** This Sweepstakes is limited to legal residents of the fifty (50) United States of America and the District of Colombia. (Sweepstakes excludes residents of all other US territories, commonwealths and possessions, including but not limited to Puerto Rico). Entrants must be at least 18 years of age and cannot be employed by The Honest Company, Inc. nor can they be employed by any companies or agencies directly connected with the creation and administration of this Sweepstakes, or be a household member or immediate family member of the aforementioned employees. This Sweepstakes is subject to all applicable laws and regulations and is void where prohibited by law.

**Sponsor.** This Sweepstakes is sponsored The Honest Company, Inc. (the "Sponsor"). The Honest Company is located at 2700 Pennsylvania Ave., Suite 1200, Santa Monica CA 90404

**Timing.** The Sweepstakes will run from 6am PST on January 7<sup>st</sup>, 2015 to 11:59pm PST on January 15<sup>th</sup>, 2015 (the "Sweepstakes Period"). The Honest Company, Inc.'s computer is the official time keeping device for the Sweepstakes.

**How to Enter.** Enter the Sweepstakes during the Sweepstakes Period online by signing into Sponsor's website <u>blog.honest.com</u> and commenting on the "New Recipes for the New Year (+Giveaway!)" blog post [<u>http://blog.honest.com/new-recipes-for-the-new-year/]</u>. Although not required, you may earn one (1) additional entry by subscribing to The Honest Company Blog "Honestly" at blog.honest.com, and you may earn one (1) additional entry by following The Honest Company Twitter page at <a href="https://twitter.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/honest.com/hon

Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant.

**Prize.** Of the "NEW RECIPES FOR THE NEW YEAR" submissions, five (5) random persons will be receive one (1) copy of <u>Simply Scratch</u> by Laurie McNamara (valued at \$32.00). The total prize value for this giveaway is \$<u>160</u>.

Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor makes no representation or warranty concerning the appearance, safety or performance of ay prize awarded. Sponsor will not replace any lost or stolen prize items.

**Prize Drawing for Participants.** The Prize Winner will be selected at random and notified via email within thirty (30) days after the conclusion of the Sweepstakes Period. If a potential winner does not respond within ten (10) business days of being contacted or refuses to sign and return the Affidavit of Eligibility and Liability/Publicity Release as well

as a W-9 in the event that the dollar value of the prize is \$600 or more, the potential winner forfeits the prize and Sponsor may in its sole discretion randomly select an alternate prize winner from the pool of eligible entrants. All prizes will be fulfilled approximately one month after execution of required paperwork. For more information on the specific drawing and randomization procedures, please send an express written request to: The Honest Company, Inc., Attn: NEW RECIPES FOR THE NEW YEAR GIVEAWAY, 2700 Pennsylvania Ave., Suite 1200, Santa Monica CA 90404. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF WINNER.

**Odds of Winning.** Odds of winning a prize depend on the number of eligible entries received at the end of the Sweepstakes Period.

**Winners' List.** The Winner List will be compiled after the winner's confirmation process is complete and will be made available upon express written request. Please send all requests for the Winners' List to: The Honest Company, Inc., Attn: NEW RECIPES FOR THE NEW YEAR GIVEAWAY, 2700 Pennsylvania Ave, Suite 1200, Santa Monica CA 90404.

**Publicity.** Except where prohibited, participation in the Sweepstakes constitutes each entrant's consent to Sponsor's use of entrant's name, likeness or submissions for promotional purposes in any media, worldwide, without further payment or consideration.

Limitation of Liability and Release. Sponsor assumes no responsibility for: (1) technical delays or failures of any kind, (2) unauthorized human intervention during any part of the Sweepstakes, (3) technical or human error during the administration or processing of the Sweepstakes, or (4) any loss, injury, or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in the Sweepstakes. By entering into this Sweepstakes, entrants agree to release and hold harmless Sponsor, Twitter, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

Additional Terms. The Honest Company, Inc. reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or, as determined by the Sponsor in their sole discretion. The Honest Company, Inc. reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Rules shall not constitute a waiver of that provision.

**Applicable Laws and Jurisdiction.** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Los Angeles, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages

(excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

## AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

l,	, hereby represent and warrant that I am a legal resident of either one	e of the
fifty United States of America or t	he District of Colombia.	
-		
Mv address is		

My home telephone number is (\_\_\_\_\_) \_\_\_\_\_.

My email address is: \_\_\_\_\_\_.

I am submitting this Affidavit of Eligibility and Liability/Publicity Release (Affidavit) to The Honest Company ("Sponsor"), with the understanding that it will be relied upon by the Sponsor in connection with my having been awarded, subject to eligibility, one of the Prizes in the "**NEW RECIPES FOR THE NEW YEAR GIVEAWAY**" Sweepstakes as such Prize is described in the Sweepstake's Official Rules (attached hereto) subject to change as therein provided.

1. I acknowledge that I have read and complied with all the rules, regulations, terms and conditions set forth in the Official Rules; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Sweepstakes and have not sought to influence the outcome of the Sweepstakes other than by participating as expressly permitted in the Official Rules.

2. I represent that I am at least 18 years of age and am not employed by The Honest Company, nor am I employed by any companies or agencies directly connected with the creation and administration of this Sweepstakes, nor am I a household member or immediate family member of one of the aforementioned employees.

3. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE SPONSOR, TWITTER, AND ALL OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AND ADVISORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANDAGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, AT LAW OR IN EQUITY WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, MORAL RIGHTS, OR DEFAMATION, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE SWEEPSTAKES, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.

4. I further understand and agree that all rights under Section 1542 of the Civil Code of California (Section 1542) and any similar law of any state or territory of the United States that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

5. I have been given a full opportunity to review and analyze this Affidavit as well as the Official Rules for this Sweepstakes. I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete release and discharge of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

6. I hereby irrevocably grant to the Sponsors, and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and Sweepstakes entry, and, without limitation, any photograph, film, or video or audio tape that may be taken of me or of such materials (the "Content"), without further compensation,

consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media whatsoever.

7. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to Sponsor the full and unrestricted enjoyment of the rights and licenses granted in Section 5 and 6 of this Affidavit/Release. I further acknowledge and agree that no Sweepstakes Entity or third party shall be obligated to exercise any of the rights or licenses granted under Section 5 and 6 of this Affidavit.

8. I acknowledge and agree that the Sweepstakes and this Affidavit will be governed and construed under the laws of the State of California, without application of its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. Nothing in this paragraph shall affect Sponsor's ability to seek from a court injunctive or equitable relief at any time.

9. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorney's fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Sweepstakes. I agree to return immediately upon demand to Sponsor the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

I have been given a full opportunity to review and analyze this Affidavit and the Official Rules for this Sweepstakes. I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely, and knowingly.

Winner's Full Name	 	 	
Winner's Email:	 	 	
Signature:	 		

Date: