**SUPABDAY**

**Official Sweepstakes Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

VOID WHERE PROHIBITED.

**1. Eligibility:** SUPABDAY sweepstakes (the “Sweepstakes”) is open to all natural persons who are at least 18 years old as of the date of entry. Employees of Supacolor (“Supacolor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Supacolor as final and binding. Winning a prize is contingent upon being compliant with these rules and fulfilling all other requirements set forth herein.

**3. Sweepstakes Period:** Entries will be accepted starting on or about March 1, 2023 at 11:00am EST and ending March 31, 2023 at 11:59PM EST. All entries must be received by March 31, 2023 at 11:59PM EST to be considered.

**4. How to Enter:** The Sweepstakes must be entered by using your Instagram account to share Supacolor’s post about SUPABDAY Sweepstakes, tag @supacolor and hashtag #supabday in the shared post on Instagram. Alternatively, you may also place a headwear transfer order with Supacolor to enter the Sweepstakes. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Supacolor. You may enter only once. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Supacolor. All entries become the property of Supacolor. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.

**5. Prizes:** Five (5) winners will each win the prize pack listed below. Total prize value amounts to approximately $3500. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Supacolor. No cash or other prize substitution permitted except at Supacolor’s discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Supacolor to use winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Each prize pack consists of:

* 1 x $50 Supacolor Order Credit
* 1 x $100 AS Colour Gift Card
* 1 x Heat Transfer Heat Press (Valued at $550)

If a potential winner is disqualified for any reason, Supacolor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** A random drawing will be conducted on or about March 3, 2023, March 10, 2023, March 17, 2023, March 24, 2023 and March 31, 2023 by Supacolor to select the winners (ONLY one per drawing) from among all eligible entries received. Potential winners will be notified by email or direct message on Instagram and must sign and return any required Affidavit of Eligibility and Release within fifteen (15) days of the date notice is sent or such other date set by Supacolor. Failure to respond within the applicable time period will result in forfeiture of prize and Supacolor shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and an alternate winner may be selected. All income taxes resulting from acceptance of prize are the responsibility of winner.

**8. Rights Granted by You:** By entering this Sweepstakes you understand that Supacolor, anyone acting on behalf of Supacolor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner’s name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation, unless prohibited by law.

**9. Terms:** Supacolor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Supacolor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Supacolor. Supacolor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these rules.

Supacolor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Supacolor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering you agree to release and hold harmless Supacolor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant’s participation in the Sweepstakes and/or their acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys’ fees, other than participant’s actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. No Warranties:** Supacolor makes no warranties covering any of the prizes furnished as part of the Sweepstakes.

**13. No Implied Endorsement:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, including Instagram or TikTok, or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

**14. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Supacolor website. To read the Privacy Policy, https://supacolor.com/privacy-policy/, [click here](https://supacolor.com/privacy-policy/).

**15. Winners’ List:** To obtain a copy of the winner’s name or a copy of these rules, mail your request along with a stamped, self-addressed envelope to:

Supacolor USA, Inc.

Attn: Hamish Ewart

12705 Daphne Avenue

Hawthorne, CA 90250

United States

Requests must be received no later than April 15, 2023.

**16. Contact:** The sponsor of the Sweepstakes is Supacolor USA, Inc.

If you have any questions about these rules or the Sweepstakes, please contact:

Supacolor USA, Inc.

Attn: Hamish Ewart

12705 Daphne Avenue

Hawthorne, CA 90250

United States