

## “David Clay Diamond Dash”

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1) ELIGIBILITY: The “David Clay Diamond Dash” (the “Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older or age of majority if greater than 18 in their state of residence at time of entry. Employees, officers, directors (and their immediate families and those living in their same household) of David Clay Jewelers (“Sponsor”) & SCVNGR (“Administrator”) collectively (“Sweepstakes Entities”) and their respective parent companies, subsidiaries, affiliates, retailers, distributors, suppliers, advertising, promotion and production agencies are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2) HOW TO ENTER: To enter, go to [WWW.DavidClayDiamondDash.COM](http://WWW.DavidClayDiamondDash.COM), (the “Website”) follow the onscreen instructions to complete the official entry form, and click to submit. Limit of one entry per person. Individuals who submit entry information through the Website (the “Entrants”) will not guarantee an acceptance to participate in Sweepstakes. Two Hundred and Fifty (250) or more entries will be selected to participate in the Sweepstakes, accepted entrants and their teammates (the “Dash Participants”). The Sweepstakes Entities will subjectively evaluate entries to choose the Dash Participants. Entrants who are chosen as Dash Participants will be notified by email or text message. In the event a chosen Entrant can not participate as a Dash Participant, their status as a Dash Participant can not be transferred.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Entrants must provide a valid email address and cell phone number to be eligible to enter online. In the event of a dispute regarding the individual who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address supplied at the time of entry, as applicable based on the method of entry. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address and cell phone number (as applicable) associated with the winning entry. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

2a) OPT-IN: By submitting entry information on the Website, you are opting in to the Sweepstakes and agree to accept additional from the Sweepstakes Entities. All Entrants and Dash Participants will be charged standard text messaging rates for text messages sent and received from their mobile device according to the terms and conditions in their wireless plan. Recipient must be at least eighteen years old or have the permission of their parent or legal guardian to enter and participate. Service is billed at ATT/CINGULAR, T-MOBILE, SPRINT, NEXTEL, BOOST, VERIZON, ALLTEL, CINNCINNATTI BELL, CELLULAR ONE, DOBSON, CRICKET/LEAP, VIRGIN MOBILE, RCC UNICELL, CENTENNIAL, and U S CELLULAR. Text messaging and wireless service are not available in all areas and not supported by all carriers.

2b) OPT-OUT: Entrants may terminate their participation at any time by sending a text message with the word "STOP", to short code 839863, which information will be sent to Recipient in the preliminary opt-in notice.

3) PRIZE: One (1) Grand Prize is available. Grand Prize Winner will receive one Hearts on Fire Diamond mounted on a Hearts on Fire ring setting. Approximate retail value ("ARV") of the Grand Prize is \$15,000. Prize is not transferable and no substitutions are allowed, except at the sole discretion of the Released Parties. All federal, state, and/or local taxes are the responsibility of the winner.

Acceptance of the prize constitutes permission for the Sweepstakes Entities and its designees to use the results and proceeds of winner's services hereunder and the name, voice, actual or simulated likeness, and biographical information of winner and/or teammate in connection with the Sweepstakes and the exploitation thereof (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation unless prohibited by law. Odds of winning prize are subject to the total number of Dash Participants.

4) GENERAL TERMS AND CONDITIONS: The Sweepstakes begins at 10 :01 A.M., Pacific Standard Time (PST) on June 20, 2009 and ends at or before 5:00:00 P.M. on the same date. All Dash Participants must sign the waiver on location before participating in the Sweepstakes. All Dash Participants must respond correctly to clues and questions sent via text message or mobile web. The Sweepstakes Entities reserve the right to disqualify and Dash Participants for any conduct that in any way appears to inhibit the enjoyment of other participants. The Grand Prize will be awarded to the Dash Participant who successfully answers the final clue first. In the event of a dispute regarding the winner, the Sweepstakes Entities reserve the right to award or not award the Grand Prize to whomever they choose. Dash Participants must not utilize any of the following modes of transportation while participating: Private Licensed Vehicles, (personal cars, motor cycles, dirt bikes) Chartered Service Vehicles, (limousines, rental buses, etc.), or any kind of vehicle that is rented for a period of time. Public transportation, bicycles and any human powered (i.e. no fuel) devices are also acceptable.

The Sweepstakes Entities and any Internet access providers, their respective parents, affiliates, divisions, subsidiary companies, successors, and agencies and each of the foregoing entities' respective employees, officers, directors, shareholders, and agents are not responsible for incorrect or inaccurate transfer of information, human error, technical malfunctions, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, or software or any combination thereof, inability to access web sites, damage to a user's cell phone, computer system (hardware and software) due to participation in this Sweepstakes or any other problem or error that may occur, or for late, lost, incomplete, stolen, misdirected, mechanically reproduced, illegible, or incorrectly entered entries. Entrants who submit inaccurate entry data and/or exceed the entry limits may be excluded from participation at any time during the Sweepstakes. All entries become the property of the Sponsor. Any entry information collected from the Sweepstakes shall be used in a manner consistent with the consent given by entrants at the time of entry, including, but not limited to, consent by entrants to receive marketing communication from the Sponsor with these Official Rules, and with the Terms of Service which can be found at <http://www.DavidClayDiamondDash.com>, whichever may apply. The entry information is shared with the Administrator for the purpose of the registration and notification of the winners and the fulfillment of the Grand Prize. Entrants and Dash Participants agree to be bound by these rules and consent to use of their names and/or photographs for advertising or publicity purposes by Sweepstakes Entities and its designees in any and all media without further consideration, except where prohibited by law.

5) GENERAL RELEASE / FORCE MAJEURE: By participating in the Sweepstakes, each entrant agrees that the Sweepstakes Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in any Sweepstakes related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. By accepting a prize, the winner agrees to the use of his/her name, photograph, likeness, and/or city/state of residence by Sweepstakes Entities, or any party authorized by Sweepstakes Entities, for advertising and promotional purposes worldwide and in any and all media without additional notice or compensation. Prizes will only be awarded to a verified winner. The Sweepstakes Entities assume no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or (if applicable) postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions,

failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select a winner from among all eligible, non-suspect entries received prior to the termination or cancellation. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor reserves the option to (if possible) select the winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. Sponsor reserves the right to terminate on-line entry if technical difficulties compromise the integrity or ability to continue on-line entry. Any attempt by an entrant or any other individual to deliberately damage the Website or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the sweepstakes, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

6) **LIMITATIONS OF LIABILITY:** Each Entrant and Dash Participant agrees (i) to abide by the terms of these Official Rules and the decisions of the Sponsor and judges which are final and binding on all matters relating to this Sweepstakes, and (ii) to release, discharge, indemnify and hold harmless the Released Parties from any & all claims, actions, and/or liability for any injuries, loss or damage of any kind arising from or in connection with participation in and/or for entry into this Sweepstakes, any related activities, or acceptance or use of any prize won.

7) **PRIVACY:** Entry information may be shared with Sweepstakes Entities promotional partners to the extent entrants agree at the time of entry and to the extent required for prize fulfillment

purposes. Except as provided in these Official Rules or as agreed to at time of entry, any entry information collected from the Sweepstakes shall be used in accordance with David Clay Jewelers Privacy Policy.

8) GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

9) ARBITRATION PROVISION: By participating in this Sweepstakes, each entrant agrees that: (i) Any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Sweepstakes or the awarding or redemption of prizes or the determination of the scope or applicability of this agreement to arbitrate will be resolved exclusively by final private and binding arbitration conducted pursuant to the AAA's Procedures for Consumer-Related Disputes in conjunction with the American Arbitration Association's ("AAA") Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) The arbitration shall be held at the AAA regional office nearest the entrant; (iii) The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (iv) There shall be no authority for any claims to be arbitrated on a class or representative basis; and (v) The arbitrator shall not have the power to award punitive damages against the entrant or Sponsor. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the entrant filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.