2022 Mirror Workout System Giveaway Terms + Conditions

- 1. ELIGIBILITY: This Sweepstakes is open only to legal residents of the Continental United States (i.e., excluding Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands) who are 18 years of age or older ("Eligible Participants"). Employees of Deep Blue Med Spa and its member companies, affiliates, subsidiaries, advertising agencies, and all of their immediate family (limited to spouses, parents, siblings, and children) and household members, are not eligible to enter. Participation is open only to natural persons. This Sweepstakes is void wherever prohibited or otherwise restricted by law. This Sweepstakes is further subject to all federal, state, local, provincial, and municipal laws and regulations. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules, and to be bound by the decisions of Long Island Plastic Surgical Group's Deep Blue Med Spa, which shall be final.
- 2. HOW TO ENTER: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Sweepstakes begins January 1, 2022 at 12:00:00 a.m. Eastern Standard Time ("EST") and runs through 11:59:59 p.m. on January 31, 2022 ("Sweepstakes Period"). Eligible participants can enter by booking and completing a Coolsculpting or Cooltone consultation during the month of January 2022.

3. NOTICE OF CANCELLATION

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You may cancel this transaction, without any penalty or obligation, within three
business days from the above date. If you cancel, any property traded in, any

business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Deep Blue Med Spa 999 Franklin Avenue Garden City, NY 11530

Not later than midnight of:

Date:	-
I hereby cancel this transaction: _	
Date:	

- **3. PRIZE AND APPROXIMATE RETAIL VALUE (ARV)**: One (1) Grand Prize Winner will receive one (1) MIRROR Workout System. This does not include the monthly membership or any MIRROR accessories. Total ARV of prize is ~1,495 (USD and not including tax). No substitutions, cash equivalents, or transfer of prize by winner is permitted, except at the discretion of Deep Blue Med Spa. Deep Blue Med Spa reserves the right to substitute a prize of equal or greater value. All Federal, state, local, municipal, and provincial taxes and any other expenses or incidentals, to include travel to and from the game and accommodations, are the sole responsibility of the Grand Prize Winner.
- **4. RANDOM DRAWING:** The Grand Prize Winner will be selected in a random drawing from among all eligible entries received. Drawing will be conducted by Deep Blue Med Spa, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning will depend upon the number of eligible entries received. Winner announced on Instagram LIVE, as well as notified by email, mail, and/or telephone, subject to Deep Blue Med Spa's discretion. If the potential Grand Prize Winner does not respond to notification within 48 hours or the time set by Deep Blue Med Spa or if any prize or notification is returned as undeliverable, the prize will be forfeited, and an alternate Grand Prize Winner will be selected. Neither Deep Blue Med Spa nor its affiliates or subsidiaries are responsible for and they shall not be liable for any late, lost, or misdirected notification, or for Grand Prize Winner's unsuccessful efforts to claim any prize. ANY POTENTIAL GRAND PRIZE WINNER IS SUBJECT TO VERIFICATION BY DEEP BLUE MED SPA. NO INDIVIDUAL SHALL BE THE GRAND PRIZE WINNER UNLESS AND UNTIL THE INDIVIDUAL'S ELIGIBILITY AND QUALIFIED ENTRY HAS BEEN VERIFIED IN ACCORDANCE WITH THESE OFFICIAL RULES.
- 5. GENERAL RULES: Deep Blue Med Spa and its affiliates and subsidiaries are not responsible for technical, hardware, or software malfunctions, telephone or human failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, aarbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of entries in this Sweepstakes, and/or for any lost, late, misdirected, mutilated, or illegible mailed entries or for entries not received in time for the random drawing. Deep Blue Med Spa and its affiliates and subsidiaries disclaim any liability for damage to any computer system resulting in participation in, or accessing or downloading information in connection with this Sweepstakes, and Deep Blue Med Spa reserves the right, at its sole discretion, to cancel, terminate, or suspend this Sweepstakes should any virus bug, unauthorized human intervention, or other causes beyond Deep Blue Med Spa's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. If, due to a printing, production, or other error, more prizes are claimed than are intended to be awarded per the above, the intended prizes will be awarded

in a random drawing from among all verified and validated prize claims received. In no event will more than the stated number of prizes be awarded. Deep Blue Med Spa and its affiliates and subsidiaries assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of any prize. Deep Blue Med Spa reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or who violates these Official Rules. If, in Deep Blue Med Spa's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Deep Blue Med Spa reserves the right to terminate this Sweepstakes and conduct a random drawing to award the prize using all non-suspect entries received as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entries made by the internet will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. Deep Blue Med Spa and its affiliates and subsidiaries shall have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. Acceptance of prize constitutes permission to Deep Blue Med Spa and its affiliates and subsidiaries to use the Grand Prize Winner's and the Grand Prize Winner's guest's name, likenesses, photograph, voice, opinions, and/or hometown and state in any media worldwide for promotional purposes without further compensation, unless prohibited by law. This Sweepstakes is not valid with any other offer or promotion. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Deep Blue Med Spa in connection with the Sweepstakes, shall be governed by, and construed solely and exclusively 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. The New York courts (state and federal) shall have sole jurisdiction of any controversies regarding this Sweepstakes. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within the State of New York.

- **6. RELEASE**: By entering, entrants agree to release and hold harmless Deep Blue Med Spa and its subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers, and retailers, and each of their employees, officers, directors, shareholders, and agents from and against any and all claims, actions and/or liability for any injuries or death, loss, or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any prize, or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation, invasion of privacy, and merchandise delivery.
- **7. WINNER'S LIST**: For name of winner, available after February 15, 2022 send a self-addressed, stamped envelope to: 999 Franklin Avenue, Garden City, NY 11530.
- **8. WINNER'S REQUIREMENTS:** The winner of this prize will be required to claim this prize on his/her 2022 taxes in the form of filling out a 1099 as well an affidavit prior to receiving

the prize. If the winner denies these or does not reply within 48 hours, a new winner will be chosen.

9. PRICE AWARD SCHEME: Written disclosure must be furnished to the consumer at the time he/she is notified of the prize and must be written or printed in a size equal to at least that type used for the standard text on the front of the first page of the offer. The written disclosure must clearly and conspicuously disclose all of the following: (i) a full description of the exact prize won by the consumer including a list price which does not appreciably exceed the highest price at which substantial sales are made in the offering area; (ii) all material terms and conditions attached to the prize; (iii) a statement, where applicable, that the consumer must submit to a sales presentation; (iv) a full description of the product, real estate, investment, services, membership or any other item to be offered for sale, including the price of the least expensive and the most expensive item or parcel; (v) a notice that if the consumer decides to purchase any item offered for sale he has three business days in which to cancel such sale; and (vi) the odds of winning each prize must be conspicuously disclosed in the same type face, size and boldness and adjacent to the most prominent listing of the prizes on the front of the first page of the offer, with the odds stated in arabic numbers and identify the total number of prizes to be given away and the total number of offerings to be distributed.