

SPARKLY® GIVEAWAY 2017
TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO PARTICIPATE IN OR WIN THE SPARKLY® GIVEAWAY 2017 ("CONTEST").

Entry constitutes your acceptance of these Terms and Conditions.

PARTICIPATION DATES & PROMOTION STRUCTURE: Contest begins May 31, 2017 at 12:00 AM Pacific Time ("PT") and ends June 9, 2017 at 11:59 PM PT ("Submission Period"). The Submission Period will be followed by a random drawing to select a Contest winner. A total of one (1) winner will be selected at the end of the Contest from among all eligible Submissions received during the Submission Period.

WHO MAY PARTICIPATE: Contest is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are of legal age of majority in their jurisdiction of residence (and at least 18). Employees and the immediate families of employees (spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) of Co.Si Ventures, Inc. ("Promoter"), Co.Si Ventures, Inc. ("Administrator"), social influencers (i.e., talent hired to announce the winner and perform similar work) their respective parents, affiliates, subsidiaries, prize supplier(s), distributors and advertising and promotion agencies (collectively, "Promotional Parties") are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws.

HOW TO PARTICIPATE: Entry into the Contest is free (no purchase necessary). A purchase will not increase your chances of winning.

There are (2) ways to participate:

1.) Online: During the Submission Period, visit <http://mysparkly.com> [unique URL suffix] (the "Website"), and follow the instructions provided to upload and submit your ring "selfie" photo and/or other information.

2.) Via Mobile: During the Submission Period, visit the Website from your mobile device and follow the instructions provided to upload and submit your ring "selfie" photo and/or other information. Mobile devices supported for this program include: IOS and Android devices. **Data rates may apply.** You agree to be charged according to your mobile device service provider's rate plans. Please consult your mobile device service provider regarding rate plans.

Follow the instructions to upload a photo of your ring "selfie" photo, and submit all required information on the registration form (the registration form and photo shall hereinafter collectively be referred to as the "Submission"). All Submissions must be

made before the end of the Submission Period. Once a Submission is made, you will not be permitted to change that Submission; by uploading a Submission, you consent to receiving emails from Promoter and/or its licensees and assignees relating solely to the Contest.

Each Submission will be assigned a number of points based on the following criteria: (a) submission of photo equals one (1) point; (b) submission of Diamond certificate number equals five (5) points; (c) selecting to share the contest URL on social media platforms via the final submission page equals three (3) points. The more points assigned to a submission, the better chances of winning.

Limit one (1) valid Submission per participant. Any attempt to make more than the stated number of Submissions by using multiple email addresses or by any other method may void all Submissions from that participant. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Terms and Conditions, will not be eligible. Proof of sending does not constitute proof of actual receipt by Promoter for purposes of these Terms and Conditions. Submissions generated by script, macro or other automated or improper means and Submissions made by any means which subvert the participation process will be void in Promoter's sole discretion.

SUBMISSION REQUIREMENTS: Submissions must contain a clear, high quality photo of a diamond engagement ring on a hand. Diamond specifications entered in the Submission must be accurate. Participant acknowledges and agrees that participant is the sole copyright owner of the Submission. Professional photographs (i.e., photographs taken by a photographer who was paid to take such photographs) are not eligible for this Contest. Photo collages (i.e., 2 or more photos made into one photo) are not eligible for this Contest. Submissions must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By uploading a Submission, participant represents and warrants that he/she has all necessary intellectual property rights, including copyrights to submit, owns the submitted photos and consents to the submission and use of such photos. Participant must be a follower of the influencer's Instagram handle, as well as a follower of the @mysparkly handle to be eligible to receive the prize. If participant is not a follower when they receive winning notification, they may do so after the fact, as long as it is done within 5 business days of the winning notification.

All photos must be in either .jpg, .png, or .bmp format at a maximum file size of 5MB. All Submissions are subject to approval by the Promoter, which reserves the right not to post or, after posting, to remove, a Submission for any reason. Any low quality, pixelated photos will not be qualified as a valid entry.

Submission may not contain, as determined by the Promoter, in its sole discretion, any content that:

- appears to duplicate any other Submission; if multiple submissions of the same image are submitted only one will be considered, others will not be eligible or accepted;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains a watermark from a photographer/username, or is labeled as a sample/proof;
- is inappropriate, offensive, or obscene;
- communicates messages or images inconsistent with the positive images and/or goodwill to which Promoter wishes to associate; and/or violates any law, rule or regulation.

Promoter reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

LICENSE TO USE SUBMISSIONS: By uploading a Submission, each participant grants, and represents and warrants that the participant has the rights and authority necessary to grant, Promoter an irrevocable, perpetual, non-exclusive, fully paid-up, royalty free, transferable, sub-licensable license and right to reproduce, transmit, display, comment on, edit, modify, alter, exploit, create derivative works based upon, combine with other works (and all copyrights therein and thereto and all renewals and extensions thereof), and otherwise distribute the Submission and all elements of the Submission, including without limitation, the photo and the likeness of any locations, city, state, and/or persons embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission, notification, attribution, or restriction from participant or any third party (which includes the right to allow Promoter and Administrator to share participants' Submissions on Facebook or other social media and post participants' submissions on the Promoter's and/or Sparkly® website). Participant further represents and warrants that he or she did not work with parties in conjunction with participant's Submission who are (i) represented under contract (e.g. by a talent agency or manager) that would limit or impair Promoter's ability to display Submission in any media form; (ii) subject to an acting or modeling contract that would make /their appearance in the Submission a violation of any third-party rights; or (iii) under any other contractual relationship, including but not limited to guild and/or union memberships that may prevent Promoter from being able to use the Submission as set forth herein.

PRIZE RECIPIENT DETERMINATION:

Contest Prize Recipient Determination: Each Submission will be assigned a number of points based on the following criteria: (a) submission of photo equals one (1) point; (b) submission of Diamond certificate number equals five (5) points; (c) selecting to share the contest URL on social media platforms via the final submission page equals three (3) points. The more points assigned to a submission, the better chances of winning. After the Submission Period has ended, a number from all of the assigned

numbers on the scale will be chosen by a random number generator. Once it is confirmed that the winning number is a valid entry, this entry will be deemed as the winner. The Promoter or affiliates or designee will announce the winner via social media in addition to contacting the winner directly.

Promoter's decisions are final and binding on all matters.

CONTEST PRIZE RECIPIENT NOTIFICATION: Contest prize recipients will be announced via Promoter or it's designee's Instagram "story", notified directly via Instagram direct message or submission email, following the completion of the Contest. Prior to being confirmed as a Contest prize recipient or receiving any prize, participants whose Submissions are selected as potential Contest prize recipients will be required to provide proof of identity, verification of eligibility and compliance with these Terms and Conditions, and will also be required to execute and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") as well as any other documents required by Promoter, all of which must be completed and/or received fully-executed within 5 days of date notice or attempted notice is sent or such potential Contest prize recipient may be disqualified, any prize forfeited, and an alternate potential Contest prize recipient may be selected. Factors that would result in disqualification as a potential Contest prize recipient include, without limitation, having been charged with or convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc. In the event it is determined that:

(a) any participant has not complied with these Terms and Conditions, (b) Promoter or its designee is unable to contact a potential Contest prize recipient within five (5) business days, (c) potential Contest prize recipient has failed to execute and return any required documents within the specified time period or has made false statements in connection with his/her participation in the Contest, or (d) a Contest prize notification is returned as undeliverable, then such potential Contest prize recipient and his/her Submission may be disqualified and the participant may be required to promptly return to Promoter his/her Contest prize (or equivalent value).

If potential Contest prize recipient is disqualified for any reason, at Promoter's sole discretion, a runner-up Contest prize Recipient may be selected for the Contest.

ONE (1) CONTEST PRIZE: The Contest prize recipient will receive a Cartier Love Ring. Approximate Retail Value ("ARV") of the Cartier Love Ring is \$1,650. "Cartier" and "Cartier Love Ring" are registered trademarks of Cartier International AG and/or its parent and affiliates. All rights reserved.

This Contest is in no way sponsored, endorsed, or administered by, or associated with Cartier. Cartier is not affiliated with Co.Si Ventures, Inc. or Sparkly®.

This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram. Instagram is not affiliated with Co.Si Ventures, Inc. or Sparkly®.

GENERAL CONTEST CONDITIONS: Contest prize recipients are responsible for all federal, state and local taxes and any other costs and expenses associated with Contest prize acceptance and use not specified herein as being provided. Contest prize recipients may not transfer, substitute or redeem any non-cash prize for cash, but Promoter reserves the right at its sole discretion, to substitute a Contest prize (or portion thereof) with one of comparable or greater value. Total ARV of the Contest prize approximately: \$1,650. All Contest details are at Promoter's sole discretion.

GENERAL CONDITIONS: Contest prize acceptance constitutes permission (except where prohibited by law) to use the names of Contest recipients, Submissions, likenesses, performances, Giveaways won, photographs, statement (all at Promoter's discretion) for future advertising, publicity and other purposes in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Promotional Parties, Cartier International AG and/or its parent and affiliates, Instagram and/or its parent and affiliates and their respective officers, directors, agents, representatives and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or undelivered Submissions; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Contest-related information or materials from the Website or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Submission to be received by Promoter on account of technical problems, traffic, congestion on the internet or the Website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit participant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing of Submissions, the incorrect uploading of photos, the announcement of Contest or in any Contest-related materials. Promoter reserves the right to modify, suspend or terminate the Contest for any reason, including in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity of, or proper participation in the Contest and, if terminated, at Promoter's discretion, (i) randomly determine the Contest prize recipient using all non-suspect, valid Submissions. In the event of a dispute regarding Submissions received from multiple users having the same e-mail account, the authorized subscriber of the email account at the time of Submission will be deemed to be the participant and must comply with these Terms and Conditions. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses. Promoter reserves the right at its sole discretion to disqualify any individual it finds or suspects to be tampering with the Submission or the operation of

this Contest or any website (including the Website), including any act that is intended to or has the effect of annoying, abusing, threatening, harassing, or disparaging any other participant, Promoter or any of its representatives or to otherwise be acting in violation of these Terms and Conditions and void all associated Submissions. CAUTION: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Promoter reserves the right to seek any and all remedies from any such participant to the fullest extent permitted by law and to disqualify such participant from the Contest.

By making a Submission, participant acknowledges and agrees that Promoter may obtain many Submissions under this Contest and that such Submissions may be similar or identical in theme, idea, format or other respects to others submitted under this Contest, developed by Promoter or the Promotional Parties and/or other ideas or submissions received in other promotions staged and/or sponsored by the Promoter, and participant hereby waives any and all claims participant may have had, may have, and/or may have in the future, that any similar Submission or other works accepted, reviewed and/or used by the Promoter (or their respective designees) may be similar to participant's Submission. Participant acknowledges and agrees that the Promoter does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to participant's Submission.

MISCELLANEOUS CONDITIONS: By participating in the Contest participants (i) agree to be bound by these Terms and Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of Promoter, which are final and binding in all matters relating to the Contest. Failure to comply with these Terms and Conditions may result in disqualification from the Contest. Promoter reserves the right to permanently disqualify any person it believes has directly, indirectly, or in concert with any other person, violated these Terms and Conditions, and to void all associated Submissions. By uploading a Submission, each participant further represents and warrants that they are the person who owns the photograph in the Submission, and agree that they will provide any documentation reasonably requested by Promoter to establish such status or authority. Promoter or affiliates will not be held liable for any submissions that are not valid.

RELEASES: By entering the Contest, participants whose photograph, image, likeness, body part (i.e., ring finger or hand) or other information are used in connection with the Contest agree to release and hold harmless the Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of any Contest prize, the administration of the Contest, the operation of any website (including the Website) or Released Parties' use of any of the rights granted herein (including any claims arising out of the use of third party content). Released Parties assume no responsibility for the conduct of any participant or person or the responses of anyone appearing in any Submission.

I FURTHER UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS:

1542. CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. 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.

DISPUTES AND CHOICE OF LAW: Except where prohibited, participant agrees that: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST OR ANY PRIZE PROVIDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE LOS ANGELES COUNTY OR THE APPROPRIATE CALIFORNIA COURT; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES OR COSTS; AND (3) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR 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 Terms and Conditions, or the rights and obligations of the participant and Promoter in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

CONTEST PRIZE RECIPIENTS' NAMES: If you would like the names of the participant whose Submission was chosen as the Contest prize recipient (available after July 3, 2017), visit mysparkly.com/contest/winners.

PROMOTER AND ADMINISTRATOR: Co.Si Ventures, Inc., 1642 Wilcox Ave, Los Angeles, California 90028.