

Official Rules for Rhythm X, Inc. #xstagram Giveaway Sweepstakes

No Purchase Necessary. A Purchase will not Increase Your Chances of Winning.

1. Eligibility: The Rhythm X, Inc. #xstagram Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States who are at least eighteen (18) years of age. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Sweepstakes, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter.

2. Sponsor: The Sweepstakes is sponsored by Rhythm X, Inc., 2626 Falling Water Dr., Dayton, OH 45458 ("Sponsor").

3. Agreement to Official Rules: By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Sweepstakes begins at 12:00 PM ET on Monday, January 19, 2015 and ends at 11:59 AM ET on Sunday, January 25, 2015. Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.

5. How to Enter: To enter each participant must "follow" the user 'rhythmxinc' on Instagram, then post a photo of Rhythm X or Rhythm X fan art on the participants personal Instagram account. The photo must be tagged '#xstagram' and '#rhythmx.' There is a limit of five (5) entry per person/e-mail address. Entries will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.

6. Drawing: After the Entry Period, Sponsor will select two (2) potential winners in a random drawing of all entries received. The odds of being selected depend on the number of entries received.

7. Notification and Requirements of Potential Winners: Sponsor will attempt to notify potential winners within three (3) business days of the drawing. If a potential winner does not respond within one (1) business days after the notice is sent, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Only three (3) alternate potential winners will be contacted per Prize. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time

period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.

18. Prize(s): Each winner will receive one (1) official Rhythm X water bottle and one (1) official Rhythm X lanyard. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor in its sole discretion.

9. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

10. Release and Limitations of Liability: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering

and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Privacy and Publicity: Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

12. Third Party Platforms: If this Sweepstakes is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g. Facebook or Twitter) ("Third Party Platform"), then by participating in this Sweepstakes, entrants hereby release and agree to hold harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Sweepstakes is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

14. Results: To request a winners list, send a self-addressed, stamped envelope to Rhythm X, Inc. c/o #xstagram Giveaway Sweepstakes, 2626 Falling Water Dr., Dayton, OH 45458. Requests must be received within four (4) weeks of the end of the Entry Period.