SPORT CLIPS® 2019 DAD'S DAY GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING.

- 1. ELIGIBILITY: The Sport Clips® 2019 Dad's Day Giveaway (the "Sweepstakes") is open only to individuals who are living within (and are legal residents of) the 50 United States and DC who are at least 18 years of age as of the date of participation. Employees, officers and directors of Sport Clips, Inc. ("Sponsor"), Stanley Black & Decker, Inc., ("Prize Provider"), Promotion Mechanics, Inc. ("Administrator"), their parents, subsidiaries, franchisees, affiliates, advertising/promotion agencies, promotional suppliers (aforementioned individuals and organizations collectively, the "Promotion Parties"), and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible. All determinations of eligibility will be made by Sponsor/Administrator in their sole discretion, and such decisions may be made at any time. Sport Clips store personnel do not have the authority to determine eligibility of entrants or to select/notify prize winners. Void where prohibited by law.
- 2. PROGRAM DESCRIPTION: The Sweepstakes begins at 12:00:00 AM Central Time ("CT") on May 27, 2019 and ends at 11:59:59 PM CT on June 14, 2019 (the "Entry Period"). You are not a winner until Sponsor/Administrator verifies your applicable entry and you have fully complied with these Official Rules.
- 3. TO ENTER: First, visit the website SportClips.com/DadsDay (the "Website") during the Entry Period, provide the required entry information on the Sweepstakes registration form, and submit the entry form so it is received no later than 11:59:59 PM CT on June 14, 2019. YOU MUST CHECK THE BOXES STATING THAT YOU HAVE READ AND AGREE TO THE OFFICIAL RULES AND THE SPORT CLIPS' PRIVACY POLICY IN ORDER TO ENTER THE SWEEPSTAKES. When completing the entry form, you will be presented with the choice to opt-in to Sponsor's email marketing list by checking the applicable box on the entry form; however, note that opting-in to the list is not required for Sweepstakes entry and will not affect your chances of winning. You will earn one (1) entry into the Sweepstakes by successfully completing the registration form during the Entry Period. Limit one (1) entry per person/email address via this method.

Once you have completed the Sweepstakes registration form, you may earn additional entries by following the Website's instructions to complete one or more of the additional entry methods available at the Website. Successfully completing an additional entry method during the Entry Period will earn you the stated number of additional entries. You may need to have or create a free social media account in order to complete certain additional entry methods. Use of social media accounts is also subject to the terms of use posted at the applicable social media account provider's website or application. You may only complete each different additional entry method once, with the exception of the "Share with friends for Additional Entries" entry method, which will provide you with a "Share Link" that you may share with people who are personally known to you. You will receive five (5) entries into the Sweepstakes each time a person uses your Share Link to successfully register for the Sweepstakes during the Entry Period. If you choose to share your Share Link via a social media post, your post must comply with the terms of service of the applicable social media platform, and you must include the hashtag #Giveaway in your post. There is no limit on the number of times a Share Link may be used in accordance with these Official Rules.

Entries will be disqualified if they are late, incomplete and/or in excess of any stated entry limit. Sponsor's computer will be the official time clock for the Sweepstakes. The use of any device or technique to automate participation in this Sweepstakes, including but not limited to, participation using any bot, macro, script, hack, on-line sweepstakes service or form-filling software (or any other devices or techniques intended to automate any part of participation in the Sweepstakes) is prohibited. Participation by any means which subvert the participation process as described herein will be void. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, irregular in any way, or otherwise not in compliance with these Official Rules. If Sponsor or its designee, in its sole discretion, determines that any participant has used any device or technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. All submitted information becomes property of Sponsor and will not be returned. Any acknowledgment of receipt of entry does not constitute any representation as to eligibility, selection as a potential prize winner nor is it otherwise binding upon the Promotion Parties in any respect. Proof of submission of entry does not constitute proof of receipt of entry. In the event of a dispute as to the identity of the entrant associated with any entry, the authorized account holder of the email account or phone number associated with the applicable Sweepstakes registration, at time of submission, will be deemed to be the entrant, as applicable. The "authorized account holder" is the natural person assigned to the applicable email account by the email service provider, or to the applicable phone number by the applicable telephone service provider. Potential winners may be required to show proof of being the authorized account holder. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's/Administrator's satisfaction, the affected entry will be deemed ineligible. Entrants are solely responsible for internet access and usage charges incurred during participation in the Sweepstakes, if any. Note that free internet access is available at most public libraries. If you opt to use a wireless mobile device to submit an entry, data rates and other charges may apply; check with your mobile carrier for rates/details.

4. ADDITIONAL ENTRY REQUIREMENTS: Any elements that appear in an entry including, without limitation, brand names, logos, images, must be either: (a) entirely original, created by the entrant; (b) property of the Sponsor or CRAFTSMAN (the "Provided Materials"); or (c) in the public domain. Sponsor and CRAFTSMAN grant to entrants a limited revocable, non-sub-licensable, license to use the Provided Materials for the sole purpose of creating an entry, if an entrant chooses to do so. Use of Provided Materials is not

required for entry, nor will it affect an entrant's chances of winning. In addition, entrant recognizes that all of the right, title, and interest in the Provided Materials as well as all derivative works created using the Provided Materials (including an entry) shall vest exclusively in Sponsor or CRAFTSMAN as applicable, and entrant will not have or take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Provided Materials except for the limited license granted to entrant in these Official Rules is transferred or created.

Use of any prohibited elements in an entry may result in disqualification of the applicable entry, in the Sponsor's sole discretion. Entrants must not engage in any violent, dangerous, or illegal behavior in creating an entry. Entries must not violate or encourage the violation of any law, rule or regulation. Entries must not contain inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote hate or violence. Entries must not defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies. Entries must not defame or invade the privacy or publicity rights of any person (including, but not limited to, celebrities or celebrity look-alikes), living or deceased, or otherwise infringe upon a person's personal or proprietary rights. Entries that do not include all required information and do not adhere to the foregoing and following requirements or are deemed to be immoral, obscene, profane or not in keeping with Sponsor's image (all as determined by Sponsor in its sole discretion) will be considered void.

By participating in the Sweepstakes, you represent and warrant that: (a) you are the creator of your entry; (b) your entry is wholly original (apart from the Provided Materials or any allowable public domain elements); (c) your entry does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (d) your entry has not previously been entered in any other promotion; and (e) you own all rights to your entry (including, without limitation, the copyrights contained therein, and excluding any allowable public domain or Sponsor-owned elements).

By participating in the Sweepstakes, if you include a non-Sponsor-provided photo as part of your participation, you further represent and warrant that: (a) you have obtained written permission from each person whose image or likeness is included in the photo (and if such person is under the age of 18 or has not yet reached the age of majority in his/her jurisdiction of residence, you have also obtained written permission from that person's parent or legal guardian); (b) if you are not the person who took the applicable photo, you have obtained written permission from the person who took the applicable photo and such person(s) have granted all necessary rights to use the applicable photo; (c) you can and will give written copies of such permissions to the Sponsor upon request; and (d) you understand that such documents may be required in order to be deemed a winner. Failure to provide said proof may result in disqualification of the entry from the applicable Promotion. Sponsor's determination as to whether any entry potentially violates the rights of any third party is final. Submitting an entry that is copyrighted by another individual will make you responsible for any legal action the legal copyright holder might take against you.

By participating in the Sweepstakes, you grant the Sponsor and its affiliated companies the unconditional (subject only to any applicable rights of any applicable social media platform provider) and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, edit, adapt, modify, create derivative works of, exhibit, and otherwise use the entry or part thereof (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party. Without limiting the foregoing, Sponsor reserves the right to post an online gallery of entries selected in its sole discretion, or to re-post on Facebook, Instagram, and/or Twitter any entries selected in its sole discretion. Should Sponsor edit your entry for purposes of re-use, you are not relieved from responsibility for compliance with these Official Rules. You agree that, upon request by the Sponsor, you will sign a copyright assignment. By participating, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties (as defined below in Section 8), or any other person or entity, on the grounds that any use of the entry, or any derivative works, infringes any of your rights, including, without limitation, copyrights and moral rights. You further acknowledge that, unless specified otherwise herein, the Sponsor is in no way obligated to broadcast, publish or use your entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor.

Further, by participating, each entrant: (a) agrees to waive any claim for reimbursement for any equipment or materials necessary to submit an entry regardless of whether or not any particular entry is selected for any prize; (b) acknowledges that the material that will be submitted as part of the Promotions may embody materials, suggestions, or ideas similar to those which have been developed by others or by the Released Parties (as defined below in Section 8) and hereby acknowledges that any similarity is purely coincidental and unavoidable in light of the volume of ideas that the Released Parties routinely use and consider in the course of each of their business activities, and understands that he/she will not be entitled to any compensation because of use by the Released Parties of any materials similar to those in an entrant's entry; (c) hereby waives any right to any claim or liability with respect to the Released Parties' use of similar materials; and (d) understands that submitting any element that is copyrighted by another individual will result in the applicable entrant being responsible for any legal action the legal copyright holder might take against the Released Parties.

5. RANDOM DRAWING/ODDS/PRIZE DESCRIPTIONS: On or about June 18, 2019, an independent judging organization will select one (1) potential Grand Prize winner and four (4) potential Second Prize winners in a random drawing from among all eligible entries received during the Entry Period. Odds of winning a prize depend on the total number of eligible entries received during the Entry Period.

One (1) Grand Prize will be made available, consisting of: a CRAFTSMAN 2000 Series 41" Wide 10-drawer rolling tool cabinet – red/black (Approximate Retail Value ("ARV") \$449); a CRAFTSMAN 81-Piece Standard (SAE) and Metric Gunmetal Chrome Mechanic's Tool Set (ARV \$119); a CRAFTSMAN V20 2-Tool 20-Volt Max Power Tool Combo Kit (ARV \$149); a CRAFTSMAN pro-11

2-pack 25-ft Tape Measure (ARV \$15); a Sport Clips Swag Bag (branded backpack with tech accessories inside) (ARV \$87); Haircare Products selected by Sponsor (ARV \$30); and a "Free Haircuts for a Year" Gift Card (prepaid debit card, ARV \$250). The total ARV of the Grand Prize is \$1,099.

Four (4) Second Prizes will be made available, each consisting of: a CRAFTSMAN 135-Piece Standard (SAE) and Metric Polished Chrome Mechanic's Tool Set (ARV \$149); a Sport Clips Swag Bag (branded backpack with tech accessories inside) (ARV \$87); Haircare Products selected by Sponsor (ARV \$30); and a "Free Haircut" Gift Card (prepaid debit card, ARV \$25). The total ARV of each Second Prize is \$291.

Any prize details not specified will be determined by Sponsor in its sole discretion; including, the issuer of the prepaid debit cards. Use of debit card is subject to the terms printed and/or referenced thereon. All expenses not specifically included as part of a prize, are not included as part of any prize package, and are solely the winner's responsibility. **Limit one prize per household/address.** Winners should expect to receive their prizes by mail within approximately 4 to 6 weeks following winner verification. Prizes will only be shipped to an address in the 50 United States or Washington, DC. See Section 6 below for winner notification details and additional prize restrictions.

- 6. WINNER NOTIFICATION AND ADDITIONAL PRIZE RESTRICTIONS: Each potential winner will be notified by email or phone, at Sponsor's sole discretion. A potential winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the prize, and provide his/her complete contact information within three (3) full business days following attempted notification (measured in the local time zone), or he/she may be disqualified, and an alternate winner selected as set forth above. If any potential winner is 18 years of age or older but has not yet reached the age of majority in his/her jurisdiction of residence, the applicable prize will be awarded to the potential winner's parent/legal guardian, who must fulfill all requirements of a winner under these Official Rules. Potential winners may further be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release. which must be returned within the time period specified at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. Potential winners who stand to receive prizes valued at \$600 or more will also be required to return a properly completed IRS W-9 form within the time period specified by Sponsor, and such winners will receive an IRS Form 1099 issued in their name for the actual value of prizes received. In addition, Sponsor reserves the right to require potential winners to submit to a confidential criminal background check to confirm eligibility as a condition of participation, to help ensure that the use of any such person in advertising or publicity will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes, as determined by Sponsor in its sole discretion. Such background check may include (but is not limited to) investigation of employment history, criminal or other arrest or conviction record, and any other factor deemed relevant by the Sponsor. If requested, each potential winner agrees to sign waiver forms authorizing the release of personal and background information. Such background information may include, without limitation, civil and criminal court records and police reports. Any participant may be disqualified in Sponsor's/Administrator's sole discretion if: (a) he/she fails to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) he/she fails to comply with any of the terms of these Official Rules; (c) if any prize or prize notification is returned as undeliverable; or (d) if the results of his/her background check are deemed unsatisfactory in Sponsor's/Administrator's sole discretion. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining applicable eligible entries, pending verification of eligibility. No responsibility is assumed by the Promotion Parties for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant after entry. All taxes on prizes (including without limitation Federal, state and local taxes) and all expenses related to acceptance and use of prizes and not specified herein are sole responsibility of the prize recipients. No prize transfer. No prize substitution except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded. All other costs and expenses associated with acceptance and use of a prize not specified as being awarded are the sole responsibility of the winners. Sponsor will not replace any lost, damaged or stolen prizes.
- 7. GENERAL CONDITIONS: Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects. Entries and related information become the exclusive property of Sponsor upon submission. Sponsor is under no obligation to correspond about entries nor will entries be returned. The Promotion Parties are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries; the announcement of the prizes or in any Sweepstakes-related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed or misdirected entries or prize claims; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer, mobile device or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. 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 as well as any natural disaster, civil disturbance or governmental action which interferes with Sponsor offering the Sweepstakes, the 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; (b) award the prizes from among the applicable eligible entries received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Promotion Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, including participants' or other

individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Any attempt by any person to obtain more entries than the maximum number permitted, using multiple/different identities or any other methods including entry automation, macros, or scripts will void all of that person's entries. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes or attempting to defraud Sponsor and/or Administrator and/or Prize Provider in conjunction with participation in the Sweepstakes; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person (including but not limited to Sport Clips service providers and/or Sport Clips patrons); (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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. The Sponsor's/Administrator's/Prize Provider's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Internet entry must be made by the entrant only at the authorized web site address listed in these Official Rules.

- 8. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, you agree to forever and irrevocably release, discharge and hold harmless the Promotion Parties, Erik Jones and his management and related companies, Gleam.io, Facebook, Instagram, Twitter, and YouTube, together with the respective parents, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, software, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) errors in the administration of the Sweepstakes, the processing of entries or prize claims, or the announcement of prizes; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize; or (f) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Except where prohibited, 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 (if any), and in no event shall the Released Parties be liable for attorney's fees. Except where prohibited, you hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Sweepstakes, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and noninfringement (with the exception of manufacturer's warranties if applicable).
- **9. INDEMNITY:** By participating in the Sweepstakes, you agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with your participation in this Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.
- 10. PUBLICITY: By participating in the Sweepstakes, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Sweepstakes, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry.
- 11. PRIVACY: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), available via https://sportclips.com/about-us/privacy-policy; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By participating in the Sweepstakes, you further agree that your entry information will be collected and stored by Gleam.io, and that Sponsor may share your personal information in accordance with your opt-in selection and with Administrator and Prize Provider for the purpose of verification and prize fulfillment in the event that you are a potential winner.
- 12. DISPUTES: Except where prohibited, by participating in the Sweepstakes you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by Texas State court located in Williamson County, Texas or the U.S. District Court for the Western District of Texas/Austin Division; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes (if any) but in no event attorneys' fees; (c) under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim 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; and (d) your remedies are limited to a claim for money damages (if any) and you irrevocably waive any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be

governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

- 13. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- **14. PROMOTION RESULTS:** To find out who won, send a self-addressed stamped envelope to: Sport Clips[®] 2019 Dad's Day Giveaway Winners, 110 Briarwood Dr., Georgetown, TX 78628. Requests must be received by September 30, 2019.

Sponsor: Sport Clips, Inc., 110 Briarwood Drive, Georgetown, TX 78628 © 2019 Sport Clips, Inc. All Rights Reserved.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, or YouTube.