

**LaserAway Madison Grand Opening Giveaway  
Official Rules**

**No purchase necessary. A purchase or payment of any kind will not increase your chances of winning. Void where prohibited by law.**

**For text messages, standard message and data rates may apply to each text sent or received, depending on your rate plan.**

**By participating in this Promotion, you agree to these Official Rules, which are a contract, so read them carefully before taking any action in relation to the Promotion. Without limitation, this contract includes indemnities to the Sponsor from you, a limitation of your rights and remedies, a requirement that most disputes be settled by mandatory binding arbitration, waiving class action claims, and waiving the right to trial by jury, as permitted by applicable law.**

**1. Overview:** The LaserAway Madison Giveaway ("Promotion") is a "Quikly®" campaign where eligible individuals (see below for eligibility requirements) (each a "Participant") may participate in the promotion by using a mobile device or computer to (a) sign up to participate in the campaign, and then (b) respond by text message or email when a notification is published that the campaign is going "live." The more quickly a Participant responds when the campaign goes live, the higher value prize they'll be competing to get, as described in Section 7 below.

**Eligibility:** The Promotion is open only to legal residents of the United States who are at least eighteen (18) years old at the time of entry and fall into the following Zip codes: 53705, 53792, 53726, 53706, 53793, 53701, 53702, 53707, 53708, 53725, 53744, 53774, 53782, 53783, 53784, 53785, 53786, 53788, 53790, 53791, 53794, 53717, 53715, 53703, 53562, 53719, 53713, 53711, 53704, 53716, 53714, 53597, 53593, 53558, 53718, 53528, 53777, 53575, 53598, 53529, 53532, 53527, 53596, 53515, 53571, 53590, 53572, 53589, 53508, 53521, 53560, 53555, 53911, 53531, 53517, 53574, 53559, 53583, 53507, 53523, 53955, 53502, 53536, 53578, 53561, 53534, 53503, 53570, 53594, 53960, 53582, 53551, 53925, 53544, 53516, 53928

Employees, personnel, officers, directors, agents, and representatives of LaserAway, LLC ("Sponsor"), Quikly, Inc. ("Administrator"), and their parents, subsidiaries, affiliates, promotion and advertising agencies (collectively, with Sponsor and Administrator, the "Released Parties"), and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such individuals, are not eligible to enter or win. You are not eligible to win a First Prize in this Promotion if you have won a major prize (e.g. any prize package for free services NOT a discount or coupon offer) in a Quikly Sponsor promotion in the preceding twelve months.

The Promotion is void where prohibited. Participation constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** LaserAway, 307 S Robertson Blvd, Beverly Hills, CA 90211

**Administrator:** Quikly, Inc., 1555 Broadway Ave., 3rd Floor, Detroit, MI 48226.

**3. Timing:** The opt-in period begins on August 23<sup>rd</sup>, 2024 at 05:00:00 a.m. Eastern Time ("ET") and ends as soon as the live release in the Quikly campaign occurs, which shall be no later than September 4<sup>th</sup>, 2024 at 11:59:59 p.m. ET (the "Promotion Period"). The Administrator's database computer is the official time-keeping device for this Promotion.

**4. How to Participate:** If you select to receive notification via text, standard text message and data rates may apply. During the Promotion Period, eligible individuals can participate by visiting <https://www.quikly.com/q/AAeharK> (the "Site"), providing their email address and clicking the "I Want In"

button, and following the instructions to enroll to participate in the Promotion. You will have the option of receiving the go-live notice via email or text. Once you've opted-in, you're in. At some point during the Promotion Period, the Administrator will push a notification message to you via email or text (depending on the preference selected at time of enrollment) announcing that the Quikly campaign is live. That is the signal to respond. You must click on the link in that notification. Your speed in responding (clicking on the link) will determine whether you qualify for a prize as set forth below. **(Note: Sponsor encourages safe practices when texting and to never text while driving.)** You can receive advanced notice that the Promotion is about to go live as follows:

- Seven (7) minutes advanced notice for every Participant who schedules a free consultation through the Site
- Five (5) minutes advance notice for following LaserAway on Instagram
- Three (3) minutes advance notice for every person who signs up from your referral through the referral page on the Quikly website (Anyone who signs up through your referral will receive two (2) minutes advance notice that the Quikly is about to go live)

Each Participant may complete each advance notice action one (1) time during the Promotion Period.

Requesting text message notifications as part of the sign-up for the Promotion shall constitute your prior written consent and signature and is your agreement to receive up to four (4) text messages from Quikly relating to this campaign at the number used when signing up. Text messages may be sent using an automatic telephone dialing system, artificial or pre-recorded voice, and/or SMS, MMS, or RCS technology. Consent not required to make a purchase, and you may opt out at any time. However, if you opt-out before the Promotion "goes live" you will not receive the "go live" notification by text and therefore may not be able to compete for a prize. To change your notification preference, visit <https://www.quikly.com/q/AAehark>. For help text HELP to 34653 and to stop receiving text messages, text STOP to 34653. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. The Sponsor and Administrator are not responsible for service outages, message failures, transmission delays, or any other factor affecting the availability or performance of the text messaging service.

By enrolling in the Promotion, you will be subscribed to receive marketing emails from the Sponsor, including marketing emails not related to the Promotion. You will also be subscribed to receive emails from the Administrator related to Sponsor promotions. You can unsubscribe from these marketing emails at any time by following the unsubscribe link in each marketing email. Note, however, that if you unsubscribe from the Administrator's LaserAway promotion emails before the Promotion "goes live" and you had previously elected to receive the "go-live" notice via email, you will still receive the go-live notification to compete for a prize. If you unsubscribe from Administrator's general LaserAway promotion text messages before the Promotion "goes live" and you had previously elected to receive the "go-live" notice via SMS, you will instead receive the go-live notification via email to compete for a prize. Unsubscribing from marketing emails from the Administrator will not unsubscribe you from marketing emails from the Sponsor and vice versa.

In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Promotion or these Official Rules.

Participants are not permitted to share the same email and/or phone number. Any attempt by any Participant to obtain more than one (1) opt-in, prize or Offer by using multiple/different email addresses, phone numbers, or any other methods will void that Participant's participation and that Participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any opt-in, the authorized account holder of the phone number or email address used to register will be deemed to be the Participant, provided that person otherwise meets the eligibility requirements in these Official Rules. Each potential winner may be required to show proof of being an authorized account holder.

Proof of attempted or purported opt-in or response (such as an automated computer or text receipt screen or message) does not constitute proof of actual opt-in, response or response time. Those who do not provide the required information or abide by these Official Rules and other instructions of Sponsor and its representatives (including Administrator) will be disqualified and participation will be void in Sponsor's sole discretion. As a condition of participating in the Promotion, each Participant gives consent for Sponsor and Administrator to obtain and deliver his or her name, phone number and other personally identifiable information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations and rules.

**5. Prizes, Approximate Retail Values ("ARV"), Discounts and Notification:** Respond to the go-live notification as fast as you can. Subject to verification, twenty-five (25) winners will receive prizes consisting solely of:

- 1<sup>st</sup> – 25<sup>th</sup> Fastest people (Grand prize): 1 FREE UNDERARMS OR SMALL AREA LASER HAIR REMOVAL TREATMENT (ARV: \$400)
- Everyone Else: \$100 OFF YOUR LASER TREATMENT OR PACKAGE PURCHASE (OF \$1,000 OR MORE)\*

Prizes must be claimed by winners within five (5) business days in accordance with Sponsor and/or Administrator's instructions, including contacting Sponsor and providing all required information.

**Consolation Offer:** All other Participants who click the link in the go-live notification no later than September 04, 2024 at 8 pm PT will receive \$100 off on purchases of \$1,000 or more and cannot be applied to previous purchases or toward LaserAway Beauty. Only good on Laser Hair Removal, Clear + Brilliant, Insta Glow, or IPL. Excludes LaserAway Beauty and previous purchases. Offers will be available for redemption after the Participant completes the Offer lead capture page linked from the Quikly Offer claim form accessible from the go-live notification link once all prizes have been claimed. You are not eligible to receive an Offer if you win a prize in this Promotion.

To redeem the Offer, a qualifying laser treatment package of \$1000 or more must be purchased before September 11, 2024 at 8 pm PT by phone or in person. Cannot be combined with or applied to any other offers, packages, or bundles unless expressly stated on other offer. Not valid on previous purchases. Limit 1 per patient. Not redeemable for cash.

Potential winners will be required to create a LaserAway account. If any prize components will be fulfilled via mail, winner will be required to provide a mailing address and prizes will be mailed only to the verified winner's address (no PO boxes) within the 50 US/DC unless Sponsor, in its sole discretion, agrees otherwise. No liability is assumed for any Promotion communication, including any go-live notice or winner notification that is lost, intercepted or not received by a Participant or potential winner for any reason. If a potential winner of any prize cannot be contacted, fails to follow prize claim instructions, or fails to provide any other requested information, including mailing address if applicable, within the required time period, or if the prize is returned as undeliverable, the potential winner forfeits their prize and an alternate winner may be selected. For some prizes, potential winner may be required to respond to subsequent Sponsor communications and provide all requested information to claim prize. Receiving a prize is contingent upon compliance with these Official Rules. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason. Unclaimed prizes will not be awarded. Released Parties are not responsible for any Participant's (and/or potential winner's) change in email address and/or phone number. Mailed prize components will be fulfilled approximately eight (8) to ten (10) weeks after winner confirmation.

Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) of the Grand Prize may be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Winner Documents") and an IRS Form W-9 which must be received by Sponsor, within seven (7) days of the date Winner Documents are sent or other timeframe specified by Sponsor, in order to claim their prize. Prizes will

be delivered following winner verification via the winner's LaserAway account, mail, email or text message, as applicable and depending on the options available and selected.

Prizes are non-transferable and no substitution will be made except as provided herein or at the Sponsor's sole discretion. If a winner is not a good candidate for a LaserAway service included in a prize package, Sponsor may elect to substitute that prize component for an alternate LaserAway treatment of equal or greater value, as determined in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize or prize component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Each winner may be issued a 1099 tax form for the actual value of his/her prize. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Gift cards are subject to additional terms described thereon or in their accompanying materials. Additional restrictions may apply. ***Likelihood/odds of winning a prize depends on the speed with which a Participant responds to the go-live notification relative to the speed of all other Participants.***

**6. Publicity:** To the extent permitted by law and except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media now known or hereafter discovered or devised (including, without limitation, on the Internet) worldwide, without further payment or consideration, without any limitation of time, without notice, review, or approval, and each Participant releases all Released Parties from any and all liability related thereto.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, or if it becomes incapable of running as planned for any reason or if any causes beyond the reasonable control, as determined by Sponsor in its sole discretion. In such events, Sponsor, in its sole discretion, shall determine the best method for distributing any or all of the prizes offered herein to valid Participants.

Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be acting in an obnoxious, offensive, unsportsmanlike, or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person.

**8. Additional Disclaimers:** Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Party, the Participant, or by human or other error:

participation by illegitimate means (including, without limitation, any automated computer program); lost, late, incomplete, misdirected, stolen, garbled, unintelligible, or illegible email, mail, text messages, or Promotion-related correspondence or materials or any postage-due mail; address/email/phone number changes of Participants' or communications not received in accordance with these Official Rules; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; technical, hardware, or software malfunctions of any kind; unavailable cable, cellular, wireless, internet, or satellite systems; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic or other communications; errors, typos or misprints in these Official Rules, in any Promotion-related advertisements, or other materials; failures of any of the equipment or programming associated with or utilized in the Promotion; lost or unavailable network connections; failed, or inaccurate transmission of, or failure to receive any information on account of technical problems or failures of any wireless, cellular or Internet service providers; unauthorized human and/or mechanical intervention in any part of the Promotion; or technical or human error which may occur in the administration of the Promotion or the processing of email or text messaging. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause potential winner notification of more than stated number of prizes as set forth in these Official Rules, Sponsor reserves the right to award only the stated number of rewards by a random drawing or other equitable means among all legitimate, un-awarded, eligible prize claims.

**9. Limitations of Liability: To the maximum extent permitted by applicable law each Participant agrees to release, discharge, hold harmless and indemnify each of the Released Parties from and against any claims, damages, disability, and costs of litigation and settlement, as well as any liability whatsoever for injuries or damages of any kind sustained in connection with the use, acceptance, possession, misuse or awarding of a prize or Offer, or while preparing for, participating in, and/or traveling to or from any prize, Offer or Promotion related activity, including, without limitation, any injury, damage, death, loss, or accident or of person or property. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the Released Parties' liability for personal injury or tangible property damage caused by the Released Parties, or for the Released Parties' gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.**

**To the maximum extent permitted by applicable law, each winner agrees that the prize is provided as-is without any warranty, representation or guarantee (express or implied, in fact or in law) whether now known or hereinafter enacted, relative to the use or enjoyment of any part of the prize, including, without limitation, its quality, merchantability or fitness for a particular purpose.**

Each participant understands and agrees 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 by them. Section 1542 reads as follows:

**“Certain Claims Not Affected by a General Release.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Wayne County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 Official Rules, or the rights and obligations of the entrant and any Released Party in connection with the

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

**11. Participant's Personal Information:** Information collected from participants is subject to the Administrator's Privacy Policy available at [www.quikly.com/page/privacy](http://www.quikly.com/page/privacy) and Sponsor's Privacy Policy available at [www.laseraway.com/privacy/](http://www.laseraway.com/privacy/).

**12. Winners List/Official Rules:** To find out who won, send an email with the subject line "LaserAway Madison Grand Opening Giveaway – Rules" to [community@laseraway.net](mailto:community@laseraway.net). Requests for winner information must be received no later than three (3) months after the Promotion Period. Only one (1) request per email will be fulfilled.