

Truffol Instagram Contest

FAQ, Rules and Disclaimer

Last Updated April 10, 2017

Process

1. Introduction: During the period beginning at 12:00 a.m. Eastern Time ("ET"), **June 24, 2017** (the "Promotion Period"), Truffol offers weekly individual contests, each of which will be governed by these Rules.
2. Upon being tagged, Truffol will normally post within **24** hours. You **cannot** specify when we should post.
3. Truffol will only post from **Mondays to Fridays**. Submissions received during the weekend will be posted the following week.
4. To prevent nuisance to followers, we would not post more than **20 times** per day. If we received more than 20 submissions in a day, we may elect to filter submissions based on their quality at our sole discretion or postpone reposting them to the following day.

Qualification and Filtering

5. A Truffol product must be featured in your photo. Only Truffol watch band products are accepted in this contest.
6. We reserve the right to alter, or not post at all, your submission if it is considered incomplete, inappropriate or offensive, aesthetically distasteful, displays illegal activities or confidential information, invades personal privacies or copyright, promotes other brands, or portrays Truffol in a negative light.
7. Each Instagram account can only submit up to **three** times per week.
8. You may not submit the same photo **twice**.
9. Truffol will constantly monitor all posts under this contest, and will thoroughly investigate any **suspected fraudulent activities (e.g. fake and disappearing likes, comment spam, etc)**. We reserve the right, at our discretion, to delete any posts and **disqualify those from the contest** for suspected fraudulent activities.

Winning

10. The cut-off time every week is at **Sunday night 23:59 EST**. Winner will be announced every Monday and will be contacted via Instagram Direct Messages.
11. Once selected as winner, we will, within **two to five business days**, reach out to the winner via Instagram Direct Message. All payments will be made via **PayPal**, with the winner bearing all PayPal transaction costs incurred. No other payment methods would be provided.
12. Example: On June 5, 2017, Truffol will evaluate all reposts on [Truffol Straps](#) from Monday May 29th to Friday June 2nd. The repost with the most likes at the time of our evaluation will be

declared winner. Truffol will promptly reach out to the winner according to #8 and #9 above. All posts uploaded prior to May 29th would not be considered.

13. Truffol shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within **5 (five) days** from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize will be forfeited and no alternate Winner will be selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT TRUFFOL'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
14. No cash or other prize substitution shall be permitted except at Truffol's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Truffol to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
15. Odds: The odds of winning depend on the number of eligible entries received.
16. Winners List: To obtain a copy of the Winner's name, please check Truffol's weekly announcement on www.instagram.com/Truffol_Straps every Monday or email instagram@truffol.com.

General

17. By using hashtag #TruffolLife, you agree to enter our Instagram contest and follow rules laid out on this page. Should you desire to opt out, please message or email us and we will remove your repost within 1 business day. Truffol assumes no liability other than the responsibility to remove the repost.
18. By submitting to our contest, you surrender any copyright to the submitted material. Truffol reserves the right, without prior notice, to use your submitted images for its business activities on Facebook, Instagram, Reddit, or other social media and marketing platforms.
19. Rights Granted by You: By entering this content, You understand and agree that Truffol, anyone acting on behalf of Truffol, and Truffol's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
Optional verbiage for Contests: By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or

intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of Truffol. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Truffol from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Truffol may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

20. **Terms & Conditions:** Truffol reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Truffol's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Truffol may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Truffol. Truffol reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Truffol has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Truffol reserves the right to seek damages to the fullest extent permitted by law.
21. **Limitation of Liability:** By entering, You agree to release and hold harmless Truffol and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
22. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF HONG KONG S.A.R., WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Hong Kong having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

23. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Truffol website. To read the Privacy Policy, [click here](#).
24. Truffol reserves the right to change these terms and conditions at any time without prior notice. Truffol reserves the right to make the final decision in case of any disputes.
25. This Contest is sponsored by Portia International Trading Limited, Kwai Chung, Hong Kong S.A.R. ("Sponsor").