

## **OFFICIAL RULES**

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

By entering and participating in the Complex Shop Giveaway (“Sweepstakes”), you agree to comply with these Official Rules. Any noncompliance with the Official Rules will result in your Entry being deemed ineligible. PLEASE READ THESE RULES.

This Sweepstakes is void outside the territory listed below and where prohibited by law.

This Sweepstakes is not sponsored, endorsed, or administered by, or associated with Instagram.

**Sweepstakes Entry Time.** The Complex Shop Giveaway (“Sweepstakes”) will begin on 12:01 AM EST on November 12, 2019 and end on 11:59 PM EST on November 19, 2019 (“Entry Period”). Sponsor’s clock shall be the official timekeeper.

**Eligible Participants.** Only individuals who are at least eighteen (18) years old or the age of majority in their state of residence, and who are legal residents of the United States are eligible to enter the Sweepstakes.

Employees of Sponsor and its affiliates and their respective household members, whether or not related, and immediate family members (spouse, and parents, children and siblings and their respective spouses, regardless of where they reside), are not eligible to participate in this Sweepstakes. Entries from ineligible individuals will be rejected by Sponsor.

In case of any dispute as to participant identity, the authorized account holder of the account used to enter a participant’s Entry shall be deemed the participant and he/she must comply with these Official Rules.

**Sponsor Decisions.** Sponsor’s decisions regarding these Official Rules shall be final and binding. Sponsor reserves the right in its sole discretion to disqualify any individual who: (1) does not comply with these Official Rules; (2) tampers with the entry process, the operation of the Sweepstakes, or the operation of any websites or systems used to administer the Sweepstakes; or (3) who otherwise acts to or attempts to act to disrupt the Sweepstakes or undermine the Sweepstakes’ legitimacy in any way. If Sweepstakes operation or administration is impaired or thwarted in any way for any reason, including, but not limited to, fraud or technical problems, Sponsor may in its sole discretion: (1) terminate the Sweepstakes; (2) suspend and/or reschedule the Sweepstakes; or (3) modify these Official Rules in order to accommodate the impairment or disruption. If the Sweepstakes is terminated, Sponsor may, in its sole discretion, award the prize(s) from all non-

suspect, eligible Entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor.

**How to Enter.**

You may enter by following @ComplexShop (your “Entry”) on your personal Instagram account.

Each Instagram account follow shall count as one (1x) Entry into the Sweepstakes

You should only enter one (1x) time from one (1) Instagram account. Do not create multiple Instagram accounts to enter multiple times, as such Entries will be disqualified.

If you do not have an Instagram account, establishing an account is free. All Instagram terms apply (as applicable). Your Instagram account must be set to “public” in order for your entry to be eligible. You can return your applicable account to “private” any time after the winner has been announced.

**PRIZE.**

One (1x) Winner will receive the prizes below:

Four (4x) pair of Nike Waffle Sacai and One (1x) Supreme Hoodie

Average Retail Value (ARV) of each Prize:

- One (1x) Nike LD Waffle Sacai Green Multi - \$454
- One (1x) Nike LD Waffle Sacai Blue Multi - \$482
- One (1x) Nike LD Waffle Sacai Summit White - \$534
- One (1x) Nike LD Waffle Sacai Black - \$565
- One (1x) Supreme Swarovski Box Logo Hooded Sweatshirt - \$1,700

Total ARV of all Prizes: US\$3,735. All prize details are at Sponsor’s sole discretion.

**Winner Selection and Odds of Winning**

One (1x) potential winner will be chosen via random drawing by Sponsor from a pool of all eligible Entries received during the Entry Period. The random drawing will be held on or about November 20, 2019.

The number of eligible Entries received by Sponsor determines the odds of winning.

If due to a printing, production, or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

**Winner Conditions.** Sponsor will notify the potential winner via Instagram direct message and e-mail on or around November 20, 2019. The potential winner will be required to execute an Affidavit of Eligibility and Liability and Publicity Release Form (except where prohibited) and W-9/tax paperwork (collectively, "Winner Form") before receiving the Prize. If a potential winner fails to respond, or to execute the Winner Form or refuses to do so within three (3) days of receiving notification from Sponsor, Sponsor may disqualify the potential winner and select a replacement, time permitting. The Prize is not transferable or assignable. Prize cannot be redeemed for cash. No substitutions of prizes will be allowed, except that Sponsor reserves the right to substitute a prize of comparable or greater value in Sponsor's sole discretion. Winner shall be solely responsible for all taxes associated with the Prize. Sponsor shall not reimburse winner for any costs or expenses associated with participating in the Sweepstakes or accepting the Prize, except as expressly stated in these Official Rules.

**Winner Publicity Release.** By accepting the Prize, you grant permission for the Licensee Parties to use your name, applicable social media user name, likeness, photograph (including, without limitation, applicable social media profile photo) and other personal characteristics and prize information for any purpose, including advertising and marketing materials, worldwide, in perpetuity, and in all forms of media now known or later invented without further compensation, and you waive all rights to notice or approval of such uses.

**Participant Indemnity and Release.** By participating in the Sweepstakes, you agree to defend, indemnify, and hold the Licensee Parties harmless against all claims related to: (1) your participation in the Sweepstakes and (2) your acceptance of and use of the Prize. You also agree that the Licensee Parties are not responsible for any losses, damages, or injuries resulting from your participation in the Sweepstakes or from your acceptance and use of the Prize.

**DISCLAIMER.** ALL PRIZES ARE PRESENTED "AS-IS." SPONSOR EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS WITH RESPECT TO THE PRIZE, INCLUDING, WITHOUT LIMITATION, THE PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Errors.** Sponsor is not liable for typographical or other errors in these Official Rules, processing of entries, in winner selection, notification, and announcements, or in any other material related to the Sweepstakes. Sponsor is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, network failure, theft, destruction, or unauthorized access to any systems associated with the Sweepstakes.

**Lost, Late, or Incomplete Entries.** Sponsor is not responsible for late, lost, incomplete, inaccurate, delayed, stolen, garbled or misdirected entries, posts, comments, messages, email or mail, including, without limitation, entries that are

lost or incomplete due to computer or electronic malfunction or due to issues with internet connectivity.

**Participant Information.** When you enter the Sweepstakes, you may be required to provide certain types of personal information, such as your name and email address. You will be providing your personal information to us; if you log in via Instagram, you may also be providing personal information to Instagram, which will be governed by Instagram's Privacy Policy. Your personal information will not be sold to third parties. Your personal information may be shared with third parties as necessary to administer the Sweepstakes; in addition, it may be used for other purposes as further described in our Privacy Policy. By entering the Sweepstakes, you consent to such sharing of your personal information. Your personal information may also be used to contact you in connection with the Sweepstakes in a variety of ways, including via direct message or email. By entering the Sweepstakes, you consent to receive such communications.

**No Waiver.** Failure by Sponsor to enforce any part of these Official Rules shall not constitute waiver of that part.

**Governing Law.** These Official Rules shall be governed in accordance with the laws of New York, without regard to its choice of law principles.

**Sponsor.** Complex Media, Inc. is the sponsor (Complex," "Sponsor," "we," "our," "us") of the Sweepstakes. Complex's address is 229 W. 43rd, 10th floor, New York, NY 10036.

**Winner List.** For a list of winners, please email [sweepstakes@complex.com](mailto:sweepstakes@complex.com) within one (1) year from the end of the Entry Period.