AVA GRAY[®] direct

Ava Gray Direct's "Dream to Own: Win A Fashion Business" Contest

We all have an insatiable desire for that beautiful American dream to own and operate a successful business. Whether it's opening your own fashion boutique or starting your own viable home business, we dream to run our own thriving and profitable ventures. To celebrate both the launch of New York-based **Ava Gray Direct & International Women's Day (March 8th)**, we're set to make that dream a reality by awarding one special person the grand prize of their very own ultimate fashion home based business! No purchase is necessary to enter or win. A purchase will not increase your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.

- Eligibility: The Ava Gray Direct Competition ("Competition") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at time of entry. Employees of Sponsor, its divisions, affiliates, subsidiaries or advertising agencies associated with this Competition, and relatives of and those living in the same household as such individuals are prohibited from entering. For the purpose of this Competition, relatives are defined as spouse, partner, parent, legal guardian, in-law, grandparent, sibling, children and grandchildren. Void where prohibited by law. And may not already be an Independent Ava Gray Direct Fashion Stylist.
- Sponsor: The sweepstakes is sponsored by Ava Gray Direct, located in New York. Applicants
 must have full intentions to execute the business opportunity and must not be in a current
 agreement with any other competing direct selling apparel companies.
- 3. Agreement to Official Rules: Participation in this Competition constitutes entrants full and unconditional agreement and acceptance of the Official Rules and the decisions of the Sponsor, which are final and binding. All winners will be required to sign a one year commitment agreement to do business with Ava Gray Direct and will agree to be charged the monthly business management fee after sixty (60) days.
- 4. **Contest Period:** The contest begins on February 1, 2013 at 12 a.m. and ends on midnight February 28, 2013. Entries submitted before or after the contest period will be disqualified.
- 5. **How to Enter:** Limit one essay entry per person. All essay entries become the property of sponsor and will be acknowledged but not returned.
 - Tell us, in at least two hundred and fifty (250) words, why you would love to launch your own *Ava Gray Direct Independent Stylist Fashion Home Based Business!* Please keep in mind, your essay must be inspirational and distinctive as we will only select the very best entry! In addition to your essay, you must either:
 - "Like" our page on Facebook (<u>www.facebook.com/avagraydirect</u>) and "Share" this contest post on your own Facebook wall, or
 - "Follow" us on Twitter @avagraydirect, and tweet the contest link to your followers, and enter the hashtag "#avagraydirectcontest" in your message.
- 6. Prizes:
 - The *Grand Prize* of the Ava Gray Direct "Ultimate Boutique" is valued at \$1,600! Not only will you win the "Ultimate Boutique" package, but also receive a personal visit from Ava Gray Direct's President & Founder, Lynn Zachos, for intimate one-on-one training to successfully launch your business! The "Ultimate Boutique" prize package includes the following:
 - Ava Gray Direct's clothing sample line, clothing rack, display sign and business supplies for displaying your fabulous boutique fashions for the first month's fashion parties. Samples will be distributed by an arrangement selected by the corporate office of different colors and sizes to best showcase all your Ava Gray Direct styles for your boutique business.
 - Stylist Discounts will apply to winner as in standard stylist agreement.
 - Personal E-Boutique website free for your first 60 days to build your customer base 24/7.
 - Stylist training and support.
 - Training and support.
 - Earned compensation and rewards.
 - A \$15.00 monthly management fee will be applied to stylist's account after sixty (60) days of acceptance of the terms and stylist agreement.
 - First Runner-Up will receive our "Online E-Boutique" valued at \$350.
 - Basic business supplies.

- Personal E-Boutique website free for your first 60 days to build your customer base 24/7.
- \$250 retail voucher towards your choice of clothing samples based on inventory.
- **Second Runner-Up** will receive a **\$100 Credit Voucher** towards purchase of any Boutique Kit of choice.
- As a thank you for entering courtesy, *All Entrants* will receive a complimentary 25%-Off voucher towards any purchase on our website, <u>www.avagraydirect.com</u> or a \$50 credit voucher towards any business starter kit purchase.
- 7. Winner Notification: The potential winners will be notified by e-mail or phone within five (5) days of the closing of the Competition Period. If any Prize Winner does not acknowledge acceptance of a Prize within two (2) business days after being notified (using the contact details listed on their Ava Gray Direct Essay) that he or she is a Prize Winner, their Prize will be irrevocably forfeited, and another Prize Winner will be chosen using the same procedure specified. The Prize Winners will be required to sign and complete the stylist rules and regulations and agreement in acceptance of prizes. The Prize Winners that require their prize be physically delivered shall be delivered to each Prize Winner at the address listed on his or her Ava Gray Direct Agreement of Acceptance. In the event of a dispute as to who is the proper recipient of any Prize, such Prize shall be delivered to the individual who has completed and signed all agreements and authorized credit card monthly business management fee, but only if that person otherwise meets the eligibility requirements for participation in this Competition. If any other dispute cannot be resolved to Sponsor's satisfaction, the business that is the subject of the dispute will be deemed ineligible or disqualified (as applicable).
- 8. General Conditions: Entries submitted without complete identifying information will not be eligible to win. Sponsor reserves the right, in its sole discretion, to disqualify any individual entrant from participating in this Competition for conduct that violates these rules or that, in Sponsor's reasonable judgment, compromises the fairness of this Competition. In the event that the operation, security, or administration of the contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the contest to address the impairment and the time of the impairment and then resume the contest and in the event of termination, award the prize at random from among the eligible, non suspect entries received up to the time of impairment. Any person involved in tampering contest in a disruptive manner or attempt to be made, Sponsor reserves the right to seek damages (including attorney's fees and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce the provision of these Official Rules shall not constitute a waiver of that provision.
- **9.** Publicity Release and Publicity: Each entrant hereby consents to the use of his or her name, by Sponsor for advertising and promotional purposes, without any additional compensation or right of review, except where prohibited.
- 10. Taxes and Duties: If any, on all prizes is the sole responsibility of the Prize Winners. Approximate retail value of each Category Prize is USD Grand Price of \$1,600, First Runner-Up \$350 and Second Runner-Up \$100. Winners will receive a 1099 statement from Ava Gray Direct for an income tax purposes and is the sole responsibility of the price recipient. The winner will not be compensated for any forfeited component of the Category Prize No Category Prize is transferable or (other than the cash component of such Prize) exchangeable for cash. Sponsor reserves the right to alter components of any Category Prizes in its sole discretion and replace them with other components of approximately equal value. All Prize Winners shall attend the company training program. Any attempt by any person to damage.
- 11. **Severance:** If at any time any provision of these Official Rules is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of these Official Rules nor the legality, validity or enforceability of these Official Rules (including the provision in question) in any other jurisdiction.
- 12. **Disputes:** Except where profited, each entrant agrees that 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 the appropriate court located in the state of New York. All issues and questions concerning the validity, interpretation and enforceability of these official rules, entrants 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 law of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws any jurisdiction other than New York.

- 13. **Privacy:** The Sponsor collects personal information in order to conduct the competition, entry is conditional on providing this information. The Sponsor does not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist the Sponsor in operation of business, so long as those parties agree to keep this information confidential. Sponsor may also release your information when Sponsor believes release is appropriate to comply with the law, to protect Sponsors' or others' rights, property, or safety. Unless otherwise advised, the Sponsor may also use the information for promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Sponsor. All entries become the property of the Sponsor. Please note that by participating in the Competition and accepting these Official Rules, you acknowledge and consent to the use of your data as set out above and that your personal data may be transferred and stored in New York.
- 14. **Winners List:** To obtain the identity of the Prize Winners and/or a copy of these Official Rules, a) send an email to <u>PR@avagraydirect.com</u> with the subject: "Contest Winner List Request".

By entering, you agree to the Contest Terms & Regulations, and the Independent Ava Gray Stylist Agreement

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