

## WIN A DAY WITH MOLLY SIMS SWEEPSTAKES

### OFFICIAL RULES

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

The Win a Day with Molly Sims Sweepstakes ("Sweepstakes") is sponsored by Zeltiq Aesthetics, Inc., 4698 Willow Road, Pleasanton, CA 94588 ("Sponsor"), and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes starts on June 1, 2016, at 12:00 PM (noon) Pacific Time ("PT") and ends on June 30, 2016, at 11:59:59 PM PT ("Sweepstakes Period"). Sponsor's computer is the official Sweepstakes clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to eligible legal United States and District of Columbia residents who at the time of entry are: (i) physically located in the 50 United States or the District of Columbia, and (ii) at least twenty-one (21) years of age ("Entrant"). Employees, officers, directors and agents of Sponsor, Administrator, Gold Public Relations, Inc., and each of their affiliates, subsidiaries, suppliers, advertising, promotion and internet agencies (collectively, "Sweepstakes Entities") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER:** During the Sweepstakes Period, an Entrant must visit [www.MollySimsSweeps.com](http://www.MollySimsSweeps.com) ("Website") and enter his/her valid e-mail address. The Entrant will be taken to a registration page where he/she must then follow the instructions and register by entering all information requested including, but not limited to, his/her complete first and last name (no initials) and ZIP code, confirming that he/she is 21 years of age or older, and agreeing to be bound by these Official Rules. Returning entrants will bypass the registration page by entering their valid e-mail addresses. Upon successfully registering, an Entrant will receive one (1) entry into the Sweepstakes ("Daily Entry").

**Bonus Entries:** After an Entrant has registered, he/she will be able to earn additional entries into the Sweepstakes in the following ways (each a "Bonus Entry"):

- A. Facebook Share:** During the Sweepstakes Period, using Facebook, an entrant may invite other people to participate in the Sweepstakes by following the instructions on the Website to post a link to his/her own Facebook wall ("Invitation Post"). An Entrant will receive one (1) entry when another person clicks on the link in an entrant's Invitation Post and registers for the Sweepstakes.
- B. Twitter Share:** During the Sweepstakes Period, using Twitter, an entrant will earn one (1) entry by following the instructions on the Website to share on Twitter.

**FACEBOOK/TWITTER SHARE GUIDELINES:** Each Facebook or Twitter share (if entrant

clicks the link to share on Facebook or Twitter as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook's Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms>;
- Must adhere to Twitter's Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage Sponsor;
- Must not prominently feature, mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor and its brands;
- Must not include personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Tweet is shared.

If any Facebook or Twitter share fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the Entrant.

**IMPORTANT:** If an Entrant enters using a mobile device, message and data rates may apply. Entrants should consult their wireless providers' pricing plans.

**Limit:** There is a limit of one (1) Daily Entry per person per day and a total of ten (10) Bonus Entries (maximum of five [5] Bonus Entries via Facebook share and five [5] Bonus Entries via Twitter share) during the Sweepstakes Period. A "day" is defined as starting at 12:00 AM PT and ending at 11:59:59 PM PT on a calendar day during the Sweepstakes Period, except on June 1, 2016, when a day is defined as starting at 12:00 PM PT and ending at 11:59:59 PM PT. An Entrant who attempts to enter more than the stated limit will be subject to disqualification from the Sweepstakes. If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple Twitter or Facebook accounts or identities, all of that person's Entries may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

4. **RANDOM DRAWINGS:** On or about July 1, 2016, the Administrator will randomly select one (1) potential grand prize winner and five (5) potential runner-up prize winners from among all

eligible Entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of eligibility and compliance with these Official Rules.

**5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Grand Prize (1):** The grand prize is a three (3) day/two (2) night trip for winner and one (1) adult guest to New York, New York, from August 30 to September 1, 2016, to meet Molly Sims (“Grand Prize”). Grand Prize includes round-trip coach class air transportation from a major commercial airport near winner’s residence to New York, New York for winner and one (1) adult guest; two (2) nights hotel standard accommodations (single room/double occupancy); ground transportation between the airport and hotel; hair salon blowout with Molly Sims (location and details determined by Sponsor; subject to availability and Sponsor’s discretion); and one (1) CoolSculpting treatment (up to two [2] cycles) for winner near his/her hometown following completion of the Grand Prize trip (awarded in the form of a voucher). Note that if winner is not assessed as a candidate for CoolSculpting treatment (in Sponsor’s sole discretion), winner will receive a \$1,000 check made payable to winner. Winner’s guest must be 21 years of age or older. If the winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken from August 30 to September 1, 2016. Trip dates may change at Sponsor’s sole discretion only. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Grand Prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least 7 days in advance. The guest must sign and return a travel liability release before travel will be booked. Winner and his/her guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. One (1) Grand Prize will be available in the Sweepstakes. The ARV of the Grand Prize is \$4,925.

**B. Runner-Up Prizes (5):** The runner-up prize is one (1) autographed copy of the most recent Molly Sims book, *The Everyday Supermodel* (“Runner-Up Prize”). Five (5) Runner-Up Prizes will be available in the Sweepstakes. The ARV of each Runner-Up Prize is \$15.

**C. Total ARV:** The total ARV of all available Prizes in the Sweepstakes is \$5,000.

**D. Odds of Winning:** The odds of winning a Grand Prize or Runner-Up Prize (each a "Prize") depend on the total number of eligible entries received during the Sweepstakes Period.

**E. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of one (1) First Prize per person/household. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure.

**6. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by e-mail after the Random Drawing with instructions on how to claim the Prize. Potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Grand Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on any required documents within the stated time period may result in forfeiture of winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. The potential Grand Prize winner may be subject to a background check before a Prize is awarded. Sponsor reserves the right to disqualify the potential Grand Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility, Sponsor will contact Grand Prize winner to arrange Grand Prize travel and each Runner-Up Prize will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided during winner verification. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial telephone notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of a Prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will issue an IRS Form 1099-MISC for the Grand Prize winner. Approximate retail values are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner. Allow approximately 6 to 8 weeks from the end of the Sweepstakes Period for delivery of Runner-Up Prizes.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right,

at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 7. DISPUTES:** Except where prohibited, entrant agrees: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, Offer, or any prizes 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 Oakland 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 Sweepstakes or participating in the Offer, 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 Sponsor in connection with the Sweepstakes or Offer, 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. Entrants agree the statute of limitations for asserting any claims shall be a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.
- 9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in Sponsor's privacy policy at <http://www.coolsculpting.com/privacy-policy/>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. RELEASE:** By participating in the Sweepstakes, each Entrant releases and agrees to indemnify and hold harmless Sweepstakes Entities, from and against any and all costs,

claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, acceptance or usage of a Prize, or arising out of participation in any Sweepstakes or Prize related activity, whether hosted by Sponsor or a third party.

- 12. MISCELLANEOUS:** This Sweepstakes is subject to all federal, state and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the Sponsor's sole discretion. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the Entry will be declared made by the primary account holder of the e-mail account associated with the Twitter handle used to enter the Sweepstakes. Potential winners may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 13. WINNERS LIST:** To obtain a list of Winners, send a properly stamped self-addressed business sized envelope to: Win a Day with Molly Sims Sweepstakes – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by August 30, 2016.

**Sponsor:** Zeltiq Aesthetics, Inc., 4698 Willow Road, Pleasanton, CA 94588.

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