

JET FLAME LIGHTER CONTEST

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Sponsor.** The Jet Flame Lighter Contest is sponsored by Oettinger Davidoff AG, a Swiss corporation, located at Hochbergerstr. 15 Postfach CH-4002 Basel Switzerland and its subsidiary Davidoff Of Geneva USA, Inc., located at 3001 Gateway Centre Parkway, Pinellas Park, Florida, (referred to collectively as "Davidoff").
- 2. Promotion Description.** The Jet Flame Lighter contest (hereinafter "Contest") is available on the www.davidoff.com website and asks participants to share an image of themselves with the Nicaragua Diadema on Instagram using the hashtag #Vivadavidoff. From all uploaded images the most inventive will be chosen. The winner will win a Davidoff Nicaragua Jetflame Lighter. The contest begins at 12:01 a.m. EST, August 1st, 2014 and ends at 11:59 a.m. EST on September 30, 2014. ALL ENTRIES MUST BE RECEIVED BY SEPTEMBER 30, 2014 AT 11:59 A.M. EST. Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.
- 3. Agreement to Official Rules.** Participation in the Contest consists of entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of Davidoff, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entrant may be disqualified in Davidoff's sole discretion at any time if he/she fails to comply with any of the terms of these Official Rules.
- 4. How to Enter.** Upload a photograph of yourself with the Nicaragua Diadema in an adventurous surrounding and post it using the hashtag #Vivadavidoff on Instagram.

Photographs must be in digital format. Only online entries will be eligible. The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photograph. The photograph must not, in the sole and unfettered discretion of Davidoff, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

Only one (1) entry per person and per Instagram account. In the event of a dispute as to entries submitted by multiple users having the same account, the authorized subscriber of the account (the natural person who assigned the account with instagramm) at the time of entry shall be deemed the entrant of the Contest. All entries become licensed property of Davidoff and receipt of entries will not be acknowledged or returned. Delivery of prize may require a street address (no P.O. Boxes). Davidoff is not responsible for any telephone, technical, network, electronic, computer, hardware or software failures, malfunctions, or disconnects of any kind, or misdirected, illegible, incomplete, stolen or garbled, fragmented or delayed internet/email computer transmissions or network/ISP/website/or internet accessibility; or for lost, late, damaged, delayed, destroyed, misdirected, incomplete or illegible entries. Davidoff reserves the right to disqualify any entry in its sole discretion if Davidoff deems the entry in violation of these Rules.

- 5. Contest Entry Period. Start/End Dates.** Contest begins at 12:01 a.m. EST, August 1st 2014 and ends at 11:59 a.m. EST on September 30th, 2014.
- 6. Eligibility.** Participation is open only to (a) legal residents of the continental U.S. and the District of Columbia (excluding AK, HI, MA, MI and VA) (b) who are twenty-one (21) years of age or older at the date of entry . Void in Puerto Rico, outside of the U.S. where prohibited, taxed or restricted by law. Employees, officers & directors of Davidoff and affiliates are ineligible.
- 7. Drawings/Odds.** The one participant posting the most adventurous and appealing image of himself with a Davidoff Nicaragua Diadema cigar using the hashtag #Vivadavidoff on Instagram will be selected as winner by Davidoff Cigars. It is Davidoff's sole discretion to decide which entry is the most adventurous and appealing one, the amounts of likes and comments are not decisive. The drawing will take place on Monday 6 October 2014.

ODDS OF WINNING ANY PRIZE DEPEND ON THE NUMBER OF VALID ENTRIES RECEIVED. By entering the Contest, entrants agree to be bound by these Official Rules and by the decisions of Davidoff, which are final and binding. The winner will be required to execute an affidavit of eligibility, liability of release and/or publicity release (where legal) to be returned within five (5) days of notification.

8. **Prize.** The Contest Prize consists of one Davidoff Jetflame Lighter. The suggested retail price for the lighter is \$450.00.
9. **Notification.** The winners will be notified via Instagram. If the winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, or in the event of noncompliance with these Official Rules and requirements, an alternate winner may be selected in Davidoff's sole discretion.
10. **Releases.** If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules. No person appearing in the photograph may be under the age of twenty-one (21) at the date of entry. All people depicted must explicitly permit the photography and the use of the photograph in the manner set forth in these Official Rules.
11. **License.** By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide exclusive license to Davidoff, to reproduce, distribute, display and create derivative works of the entries in connection with the Contest and promotion of the Contest, in any media now or hereafter known. **Entrants themselves are allowed to use their work and to post their work on various social media.** Display or publication of any entry on Davidoff's website does not indicate the entrant will be selected as a winner. Davidoff will not be required any additional approval in connection with such use. Additionally, by entering, each entrant grants to Davidoff the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Davidoff will not be required to seek any additional approval in connection with such use.
12. **Judging.** Judging consists of one (1) round of evaluation by two (2) judges, who will be employees of Davidoff. Entries will be based on the following criteria: (1) Adventurousness (2) Appeal.
13. **Conditions.** All taxes are the sole responsibility of the winner. Participation in Contest and acceptance of prize constitutes the winner's permission for Davidoff to use their respective names, addresses (city and state/province), likenesses, biographical information and any mail-in entry statements for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. In addition, the prize winner, by accepting the prize, agrees to participate in promotional events and activities, as requested by Davidoff without additional compensation. By participating, all entrants and the winner agree to release and hold harmless Davidoff, their respective advertising and Contest agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with the participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and claims based on publicity rights, defamation, copyright infringement or invasion of privacy and merchandise delivery. Davidoff is not responsible if the prize cannot be awarded or if the prize is cancelled due to Acts of God, Acts of War, natural disasters, weather or terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Prizes are non-transferable. No substitutions. In the case of unavailability of the prize, Davidoff reserves the right to substitute the prize with a prize of equal or greater value.

Davidoff reserves the right, in its sole discretion, to disqualify any entrant/winner who violates, in the sole judgment of Davidoff, these Official Rules, or whose conduct impairs or damages, or tends to impair or damage, in the sole judgment of Davidoff, the reputation or public image of the Contest and /or Davidoff.

14. **Governing Law.** This Contest shall be governed by and interpreted under the laws of the state of Florida, without regard to its conflicts of law provisions. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law, rules, which would cause the application of the laws of any jurisdiction other than Florida.