

NO PURCHASE AT GEMSUPPLY CO. IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Giveaway is open only to those who sign up at [WWW.GEMFESTFLORIDA.COM](http://WWW.GEMFESTFLORIDA.COM) and who are 18 year or older as of the date of entry. The Giveaway is only open to legal residents of 50 United States, D.C., Puerto Rico, and is void where prohibited by law. Employees of GEM Supply Co., its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of GEM Supply Co. as final and binding as it relates to the content of this Giveaway.

3. Giveaway Period: Entries will be accepted online starting on [07/16/18, 12:00am EST. and ending 09/26/18, 11:59pm EST. All online entries must be received by 09/26/18, 11:59pm EST.

4. How to Enter: The Giveaway must be entered by submitting an entry using the online form (Eventbrite ticket) provided at [www.GemFestFlorida.com](http://www.GemFestFlorida.com). The entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of GEM Supply Co. Names may only be entered once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of GEM Supply Co.

5. Prizes: The Winner(s) of the Giveaway (the "Winner(s)") will receive (please see list of items for Giveaway on [www.GemFestFlorida.com](http://www.GemFestFlorida.com)). Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by GEM Supply Co. No cash or other prize substitution shall be permitted except at GEM Supply Co.'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 not permitted. Acceptance of prize constitutes permission for GEM Supply Co. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of GEM Supply Co. Winner will be notified by email & telephone within five (5) days following selection of Winner. GEM Supply Co. 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 28 calendar days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT GEM Supply Co.'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that GEM Supply Co., anyone acting on behalf of GEM Supply Co, and GEM Supply Co'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 Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. Terms & Conditions: GEM Supply Co. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond GEM Supply Co.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, GEM Supply Co. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by GEM Supply Co. GEM Supply Co. 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 Giveaway or website or violates these Terms & Conditions. GEM Supply Co. has the right, in its sole discretion, to maintain the integrity of the Giveaway, 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 Giveaway 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 Giveaway may be a violation of criminal and civil laws. Should such attempt be made, GEM Supply Co. reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless GEM Supply Co. 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 Giveaway 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.

11. Disputes: THIS Giveaway IS GOVERNED BY THE LAWS OF U.S.A. AND Florida, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, 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 Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Florida 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 Giveaway). Participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: GEM Supply Co. 1312 West Washington St. Orlando FL. 32805. Requests must be received no later than December 2018.

13. Sponsor: The Sponsors of the Giveaway are listed on [www.GEMFestFlorida.com](http://www.GEMFestFlorida.com).

14. The Giveaway hosted by GEM Supply Co. is in no way sponsored, endorsed, administered by, or associated with Facebook.

15. By entering the Giveaway (Purchasing a ticket), You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.