

PRIZE WINNER AFFIDAVIT AND RELEASE

This Contest Prize Winner Affidavit and Release ("Agreement") is made and entered into on _____, 2018, by and between Youthful Essentials®, LLC ("Youthful Essentials") and _____, an individual residing at _____ ("Winner").

In consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of each which is hereby acknowledged, Youthful Essentials® and Winner agree to the following terms and conditions of this Agreement.

1. Eligibility and Compliance with Official Rules. Winner warrants that (a) as of _____, Winner is a legal resident of one of the 50 states within the United States, or the District of Columbia, (b) neither Winner nor or any member of Winner's immediate family or household has been employed by Youthful Essentials®, its divisions, subsidiaries, affiliated companies, advertising agencies, legal advisors, web site developers or agents; and (c) Winner has complied with the Official Rules of the Contest and has committed no fraud or deception in entering the Contest or in claiming any prize.

2. Publicity Release. Winner grants to Youthful Essentials®, LLC and to other such persons as Youthful Essentials® may designate, the absolute, irrevocable, worldwide, perpetual right and permission to use, reproduce, publish, broadcast in any media, publicly display, publicly perform, distribute, modify and prepare derivative works of the name, voice, portrait, likeness, photograph(s), or characterization or other resemblance of any participant in the Entry, and any written, taped, or recorded testimonial and/or interview, in whole or in part ("Likeness") and/or motion picture(s) incorporating the Likeness, either alone or accompanied by other material, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Youthful Essentials®, the Contest, and Youthful Essential's® products and services, all without further consent or payment.

3. Release/Disclaimer of Liability: Winner releases and holds harmless Youthful Essentials®, LLC, its parent companies, affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies, Facebook, YouTube, Twitter and their respective employees and agents from and against any and all liability, claims, or actions of any kind whatsoever for damages, or losses, including but not limited to personal injury or death to persons or property which may be sustained in connection with accessing the Site, preparing or submitting an Entry, or otherwise participating or attempting to participate in any aspect of the Contest; and/or for any typographical or other error in these rules or the administration of the Contest. Winner acknowledges that none of Youthful Essential, Facebook, YouTube, Twitter and their respective parent companies, affiliates, directors, employees, officers or agents have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Winner assumes liability for injuries caused or claimed to be caused by participating in and/or preparing for the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Winner acknowledges that Youthful Essentials, LLC is not responsible for any typographical or other error in printing, offering or announcement of a prize.

4. License to Entry. Winner grants Youthful Essentials®, LLC a perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivate works of, distribute, publicly display, publicly perform, exhibit, transmit, broadcast, televise, digitize, edit, otherwise use, and permit others to use and perform throughout the world a submitted Entry in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Youthful Essential, the Contest, and Youthful Essential's products and services, all without further consent or payment.

5. Dispute Resolution/Choice of Law: Except where prohibited, Winner agrees that any dispute, controversy or claim arising out of or relating to (i) this Contest, (ii) the awarding or redemption of the prize, and/or (iii) the determination of the scope of applicability of these Official Rules or their enforcement or interpretation shall be resolved individually, without resort to any form of class action, and by final and binding dispute resolution under the rules of the American Arbitration Association; and further that any dispute resolution proceeding will take place in Gwinnett County, Georgia. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant, hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, others than Entrant's out-of-pocket expenses, and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Youthful Essentials in connection with this Contest shall be governed by and construed in accordance with the substantive laws of the State of Georgia without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

IN WITNESS WHEREOF, Youthful Essentials, LLC and Winner have executed this Agreement as of the date set forth above.

WINNER

Youthful Essentials®, LLC.

By: _____
(Signature of Winner)

By:  _____

Name: _____
Title: _____

Name: Maurice Bailey
Title: Managing Member

Address: _____
City, State, Zip _____
Date of Birth: _____
Email Address: _____
Telephone: _____