

**THE AVICLEAR ACNE AWARENESS SWEEPSTAKES  
OFFICIAL RULES**

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

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

1. **SPONSOR:** Cutera, Inc., 3240 Bayshore Boulevard, Brisbane, CA 94005.
2. **SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044
3. **ELIGIBILITY:** The **AviClear Acne Awareness Sweepstakes** (the "Sweepstakes") is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. Territories and Possessions, outside the U.S., and wherever else prohibited by law. Employees of Cutera, Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
4. **SWEEPSTAKES ENTRY PERIODS:** The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on Monday, June 3, 2024 and ends at 11:59:59 PM PT on Sunday, July 14, 2024 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are six (6) Weekly Entry Periods (each, a "Weekly Entry Period") and five (5) corresponding Weekly Random Drawings (each, a "Drawing") as defined in the "Weekly Entry Periods & Drawings Schedule" below. Entries must be received during a Weekly Entry Period to be eligible for that Weekly Entry Period's drawing and prize. Non-winning entries for a Weekly Entry Period will roll over to subsequent Weekly Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

WEEKLY ENTRY PERIODS & DRAWINGS SCHEDULE				
Weekly Entry Period #	WEEKLY ENTRY PERIODS All eligible entries must be received between:		Drawing Date: On or about:	# of Prizes per Weekly Entry Period
	Weekly Entry Period Start: 12:00:00 AM PT on:	Weekly Entry Period End: 11:59:59 PM PT on:		
1	6/3/24	6/9/24	6/10/24	1
2	6/10/24	6/16/24	6/17/24	1
3	6/17/24	6/23/24	6/24/24	1
4	6/24/24	6/30/24	7/1/24	1
5	7/1/24	7/7/24	7/8/24	1
6	7/8/24	7/14/24	7/15/24	1

5. **HOW TO ENTER:** During the Sweepstakes Period, visit [cutera.co/avisweeps](https://cutera.co/avisweeps) and follow all entry instructions to complete the entry form, including, but not limited to, a short statement about your acne missed moment (the “Statement”), and submit to receive one (1) entry into the Sweepstakes (the “Entry”). **Entries must be received between Monday, June 3, 2024 at 12:00:00 AM PT and Sunday, July 14, 2024 at 11:59:59 PM PT.** Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://cutera.com/us-en/privacy-policy/>.

**Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address.** All entries become the property of the Sponsor and will not be acknowledged or returned.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use their submitted Statement, name, hometown and likeness on the Sponsor’s various websites and social media sites and in advertising and/or promotional activities worldwide without additional compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any submitted Statement.

By submitting an Entry, entrant warrants and represents that: (a) Entry and Statement does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Statement, including without limitation, copyrights; and (c) entrant will indemnify and hold harmless the Sponsor, Sweepstakes Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys’ fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant’s conduct in creating the Statement, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

6. **PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are six (6) Weekly Prizes available to be won; one (1) Weekly Prize for each Weekly Entry Period. Each Weekly Prize winner will receive one (1) \$500 digital, pre-paid bank gift card. **The ARV of each Weekly Prize is: \$500.**

**The total ARV of all prizes available to be won: \$3,000.** There is a limit of one (1) Weekly Prize per person. Odds of winning a Weekly Prize will depend upon the total number of eligible entries received per Weekly Entry Period.

Pre-paid bank gift cards are not redeemable for cash and will not be replaced if lost or stolen. Pre-paid bank gift card usage is subject to the issuing company’s complete terms and conditions, including expiration dates.

7. **RANDOM DRAWINGS:** Random Drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final. The potential Weekly Prize winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Weekly Entry Period on or about the corresponding Random Drawing Date indicated in the Weekly Entry Periods & Drawings Schedule in the “Sweepstakes Entry Periods” section of these Official Rules.
8. **WINNER NOTIFICATION & VERIFICATION:** Potential Weekly Prize winners will be notified by the Sweepstakes Administrator via email and will be required to confirm their mailing address and date of birth within three (3) days via return email. Noncompliance will result in disqualification and an alternate winner may be selected. Prizes will be sent to the winner’s email address within six (6) weeks of winner being verified.

If a winner is otherwise eligible under these Official Rules, but, is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner’s parent or legal guardian who will be required to execute and return a Minor Release on minor’s behalf, as applicable.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

9. **PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on the prize not specified herein are the winner’s sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning a prize.

- 10. PUBLICITY RELEASE:** Except where prohibited by law, entry and acceptance of a prize constitutes permission to use winner's name, prize won, hometown, Entry, Statement, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.
- 11. GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant on a given day will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for, and shall hold all Released Parties harmless against, any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, the entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

**Legal Warning:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT

BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in San Mateo County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in San Mateo County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in San Mateo County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other personal information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://cutera.com/us-en/privacy-policy/>.
- 15. OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by July 15, 2024, to: **The Aviclear Acne Awareness Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**16. WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after July 15, 2024), send a stamped, self-addressed envelope (no later than August 16, 2024) to: **The AviClear Acne Awareness Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

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